

**ESCAMBIA COUNTY  
FLORIDA**

**REQUEST FOR PROPOSAL**

**Owner Controlled Insurance Program (OCIP)/WRAP-UP Broker/Administration  
Services for the Escambia County Jail Construction Project**

**SPECIFICATION NUMBER PD 16-17.031**

**Proposals will be received until: 2:00 p.m., CDT, Tuesday, May 9, 2017**

**Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32597-1591**

**Board of County Commissioners**

**Douglas B. Underhill, Chairman  
Gary Bergosh, Vice Chairman  
Steven Barry  
Lumon J. May  
Grover Robinson, IV**

**From:**

**Paul R. Nobles, CPPO, CPPB, FCCM, FCN**

**Procurement Assistance:**

**Paul R. Nobles, CPPO, CPPB, FCCM, FCN  
Purchasing Manager  
Office of Purchasing  
2<sup>nd</sup> Floor, Matt Langley Bell, III Building  
213 Palafox Place  
Pensacola, FL 32502  
Tel: (850) 595-4987  
Fax: (850) 595-4805**

**Technical Assistance:**

**Robert Dye  
Risk Manager  
Office of Risk Management  
P.O. Box 1591  
Pensacola, FL 32502  
Tel: (850) 595-4765  
Fax: (850) 595-4772**

**SPECIAL ACCOMMODATIONS:**

**Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).**

**NOTICE**

**It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awarded vendor until such time as the contract is executed by the last party to the transaction.**

## **Request for Proposal**

### **Specification No. PD 16-17.031 Wrap up program Broker/Administrator**

The Board of County Commissioners, Escambia County, Florida, invites your company to respond a request for proposal on the item(s) as listed on the attached pages.

All terms and conditions below are a part of this proposal. The County reserves the right to waive informalities in any qualification; to reject any or all proposal, in whole or in part, and/or to accept the qualification(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

### **Instructions to Offerors**

#### **1. General Information**

All proposals to be considered shall be in the possession of the Office of Purchasing prior to the time the proposal are due.

**Proposals** will be received until: **2:00 p.m., CDT, Tuesday, May 9, 2017**

Proposal may be:

Mailed or delivered to the Office of Purchasing 2<sup>nd</sup> Floor, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, Florida 325021, in an envelope clearly marked:

**Specification Number PD16-17.031 "Wrap Up Program Broker/Administrator", (Name of Offeror) and with the time and date proposal are due. Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air-bill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his documents being delivered on time, as the County assumes no responsibility for same. Qualification documents offered or received after the time set for receipt shall not be accepted.

**The following policy will apply to all methods of source selection:**

#### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their Administrators or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

## **Definitions**

***Blackout period*** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or proposal, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

***Lobbying*** means the attempt to influence the thinking of elected County officials, their Administrators or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

## **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

### **2. Procurement Questions**

Procurement questions may be directed to Paul R. Nobles, CPPO, CPPB, FCCM, FCN, Purchasing Manager, Telephone#: (850) 595-4918, Fax#: (850) 595-4805. Technical questions may be directed to Robert Dye, Risk Manager, Office of Risk Management Telephone #: (850) 595-4769 Fax#: (850) 595-4772.

### **3. Award**

The County reserves the right to accept or reject any and all proposal, and to make award to the lowest most responsive and most responsible offeror whose proposal meet the requirements and criteria set forth in the request for proposal and whose award will, in the opinion of the County, be in the best interest of and most advantageous to the County.

### **4. Contract Term**

The contract term will be effective for the term January 1, 2017 through December 31, 2020 with options for extensions. The County renewal for 2020 and subsequently, will in part be dependent upon acceptability of the cost, quality of service, provider ability and market conditions. The County reserves the right to remove the Broker/Administrator for one or more types of coverage when it is believed to be in the County's best interest to solicit such coverage from one or more parties involving other Agencies.

5. **Purpose**

This is a request for interested persons/firms to submit their proposals including credentials and qualification to the Escambia County Office of Risk Management for consideration during a Wrap up insurance program Broker/Administrator selection process. Wherever herein the term “Administrators” is used it shall also mean brokers. Proposals are requested for the purposes of determining Broker/Administrator of record for the OCIP/Wrap-Up program for the Escambia County Jail construction project. The County reserves the right to award any or all of the insurance types listed below from this solicitation and at such time as renewal dates occur.

Types of coverage:

Commercial General Liability, Employers Professional liability, Environment and pollution liability, and Worker’s Compensation liability IAW Florida Statutes. Other lines of Insurance as may be agreed to that will benefit the County.

6. **Scope of Services**

(A) **WRAP-UP INSURANCE MARKETING & COVERAGE PLACEMENT**

- (a) Gathering of underwriting information from Client and its representatives and Wrap-up Participants
- (b) Review and Assist With Contracts (Contractor, Lender, AIA Agreement) Requirements and Indemnity Language regarding Wrap-up
- (c) Preparation of all submissions, applications and underwriting information
- (d) Prepare necessary information for state approval as required
- (e) Review of all quotations
- (f) Preparation and presentation to the Client
- (g) Negotiation and placement of coverage
- (h) Prepare and send all invoices to Client
- (i) Review of the policies prior to delivery to Client

(B) **WRAP-UP PROGRAM IMPLEMENTATION & ADMINISTRATION**

- (a) Assist in development of information for Wrap-up administration
- (b) Establish monthly Wrap-up meeting to proactively address upcoming issues, address current/new issues and update open items
- (c) Attend pre-bid meetings
- (d) Assist in the development, distribution and implementation of the Wrap-up Contractor’s Manual
- (e) Act as liaison between Owner, General Contractor & Wrap-up Participants
- (f) Process Wrap-up Participant Enrollment information
- (g) Collect Wrap-up Participants payroll information and prepare/process contractor insurance credits
- (h) Communicate with Wrap-up Participant on Bid Deduct Change Orders
- (i) Review results with Client and General Contractor
- (j) Monitor Wrap-up Participants’ Certificate(s) of Insurance
- (k) Issue certificates as required
- (l) Issue applicable policies to Client and Wrap-up Participants as required
- (m) Answer questions from interested parties (Banks, Lenders, Joint Ventures Partners)
- (n) Handle Client, Broker Partner and Wrap-up Participants day-to-day inquiries.

- (o) Facilitate and direct with the Client, Wrap-up Participants & Carrier the project closeout & cancellation process of the Wrap-up.
- (p) Customize and provide Client & Partner Broker with Wrap-up management reports

(C) **WRAP-UP PROGRAM LOSS CONTROL & CLAIM HANDLING PROCESS**

- (a) Implementation of Loss Control activities
- (b) Coordinate safety on project
- (c) Provide Full time on-site Loss Control Representation (Optional, if applicable)
- (d) Design and oversight of Safety Incentive Program for Project(s) (Optional, if applicable)
- (e) Review Loss Control Reports
- (f) Routine review of loss information
- (g) Assist in establishing Claims Reporting Procedures
  - (1) Establish first aid and medical emergency protocol
  - (2) Assistance in arranging preferred healthcare providers within the confines of applicable State WC Law
  - (3) Assisting in the arrangement of Managed Care within the confines of applicable State WC Law and insurer State Approved Networks
- (h) Conduct loss reviews
- (i) Oversight of Claims activity
- (j) Coordinate Quarterly Claim review meetings
- (k) Develop and implement a Wrap-up orientation process

7. **Format and Content**

The County discourages overly lengthy and costly responses; however, in order for the County to evaluate proposal fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Submitters shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of proposal. **Provide one (1) paper copy and one (1) complete submittal on compact disc.**

8. **Requirements**

The firm selected will be an established, experienced organization with a strong history of representing large clients or public entities as it Administrator of record for the purposes of procuring insurance of all types as defined herein.

Provide a statement of the firm's proposal. Explain how the firm is organized and how its resources will be utilized on the County's behalf. Include, as a minimum:

- A. Staff - Names, resumes, professional credentials, experience, and a list of current clients.
- B. Identify the individual or individuals available to work with Escambia County
- C. Firm - Include a summary of work and professional experience relative to the Scope of Services, and document some relative experience.

- D. List of any governmental clients and years of experience and types of experience with those entities identified by the types of insurance, i.e., workers compensation, property insurance, crime, etc. Include entity's contact person, telephone number and e-mail address.
- E. The firm's degree of accessibility to Pensacola, Florida.
- F. Permission to contact represented entities to discuss firm's performance.
- G. Any other proposal and experience which you consider to be significant, innovative, or otherwise relevant to the County's consideration of the firm in regard to this solicitation.

Escambia County reserves the right to accept or reject any qualification.

## 9. Process

The proposal review process will be initiated through the Office of Purchasing and a review and selection committee (Committee) established. The Committee will review the proposal and select a qualified firm or firms to begin the negotiation process to represent the County as its Administrator of record for insurance procurement. The first requirement will be for the renewal or replacement of Commercial Property coverage by October 1, 2016. Future assignments will be made as renewal dates approach.

<u>CRITERIA</u>	<u>WEIGHT</u>
Proposal	40%
Experience	40%
Technical Approach	20%
Total	<hr/> 100%

## 10. Schedule

The following schedule is proposed and shall be considered **tentative and may be followed** as practical in all actions related to this procurement:

- A. Mailing date of Request for Proposal **April 10, 2017**
- B. Receipt of Proposal **May 9, 2017**
- C. Review of Proposal **May 15, 2017 - April 19, 2017**
- D. Negotiations **Begin May 23, 2017**

**Proposal Form**

Wrap up program Broker/Administrator

**Specification Number PD 16-17.031**

Board of County Commissioners  
Escambia County, Florida  
Pensacola, Florida 32502

Date: \_\_\_\_\_

Commissioners:

In accordance with your "Request for Proposal" **Wrap up program Broker/Administrator** as described and listed in this Request for Proposal, and subject to all conditions thereof, I, the undersigned, hereby attest to the information provided herein.

Qualification statements as requested for the Insurance Brokerage Services for PD 16-17.031

Signature: \_\_\_\_\_

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

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

\_\_\_\_\_

Person to contact concerning this submittal:

\_\_\_\_\_

Phone/Toll Free/Fax No.: \_\_\_\_\_

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Home Page Address: \_\_\_\_\_

### **SUMBISSION DUE DATE**

All interested firms, including the incumbent Administrator, must complete and submit responses to this RFP (including completed accompanying submission form) in **one original and one CD containing the submittal** on or before 2:00 p.m., CDT, Tuesday, May 9, 2017

Submissions shall be sealed and marked "Request for Proposal for Wrap up program Broker/Administrator, Escambia County, RFP; PD 15-15.031, Tuesday, May 9, 2017. Specifications may be obtained or mailed to:

Escambia County BCC  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place, 2<sup>nd</sup> Floor  
Pensacola, FL 32502  
Attn: Paul R. Nobles, CPPO, CPPB, FCCM, FCN  
Purchasing Manager

If submissions are mailed, we suggest that submitters obtain a delivery receipt from delivery carriers for record. FAXED SUBMISSIONS WILL NOT BE ACCEPTED.

### **INFORMATION PROVIDED/ ADDITIONAL INFORMATION**

Basic background information is provided herein to facilitate submissions. Much effort was made to provide necessary and accurate information when the request was prepared, but the county is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of submitters to assure that they have all information necessary to their submissions. If more information is needed, please contact on of the following:

Procurement Assistance: Paul R. Nobles, CPPO, CPPB, FCCM, FCN, Purchasing Manager  
Telephone: (850) 595-4987 Fax: (850) 595-4805

Technical Assistance: Robert Dye, Risk Manager, Office of Risk Management  
Telephone: (850) 595-4765 Fax: (850) 595-4772

### **ADDENDA**

Any changes made in the RFP will be brought to the attention of all who have provided proper notices of interest in providing the services solicited herein.

### **WAIVER/ REJECTION OF SUBMISSIONS**

All responsive submissions will be considered. However, the County reserves the right to waive informalities in submissions, to reject, with or without cause, any or all submissions or portions of submissions, or to negotiate or not negotiate with or interview or not interview individual submitters, or to accept any submissions deemed to be in the best interest(s) of the County.

### **County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

### **Workers Compensation Coverage**

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**General and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability policies of the insurance services office.

Minimum limits of \$3,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

**Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)**

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Professional Liability Coverage**

The other party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$3,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

**Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance which reflect Escambia County as the certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Escambia County at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.