

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No: **IB6709-2/14-2**

Re-Bid
 Other
 LIVING WAGE APPLIES: ___ YES NO

Requisition/Project No: **ROID1400011** TERM OF CONTRACT: **5** years

Requisition/Project Title **Executive Automobile Liability and Physical Damage Insurance**

Description: The purpose of this solicitation is to establish a contract with an insurance Broker to provide brokerage and related services and for the purchase of an automobile liability and physical damage insurance program.

User Department(s): **Risk Management** Issuing Department: **ISD/PMSD**
 Contact Person: **Caroline Burgos** Phone: **305-375-3689**

Estimated Cost: **\$375,000** Funding Source: **General Fund**

ANALYSIS

Commodity/Service No: 953-54		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
EXISTING		2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes <input checked="" type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Caroline Burgos

Date to DBD: 10/21/2013

Date Returned to DPM: _____

RECEIVED
 DEPT. BUSINESS DEV.
 2013 OCT 21 PM 3:41



BID NO.: Draft 8/30/13

OPENING: 2:00 P.M.

, 2013

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

**EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL
DAMAGE INSURANCE PROGRAM**

FOR INFORMATION CONTACT:

Caroline Burgos, 305-375-3689, ctburgo@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

**Bid Title: EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
INSURANCE PROGRAM**

Procurement Officer: Caroline Burgos

Bids will be accepted until 2:00 p.m. on _____, 2013

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT DIVISION**

SECTION 1
GENERAL TERMS AND CONDITIONS

**EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
INSURANCE PROGRAM**

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/boilerplate/general-terms-and-conditions-r13-3.pdf>

SECTION 2
SPECIAL CONDITIONS

**EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
INSURANCE PROGRAM**

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY

The purpose of this solicitation is to establish a contract with an insurance Broker to provide brokerage and related services and for the purchase of an automobile liability and physical damage insurance program, (hereinafter referred to as the "Program") for specific leased and owned vehicles for Miami-Dade County, Internal Services Department, Risk Management Division on an as-needed basis

2.2 TERM OF CONTRACT: FIVE (5) YEARS

This contract shall commence on January 18, 2014, and is contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixtieth (60th) month of the contract term. The County reserves the right to extend this contract for up to one hundred-eighty (180) calendar days beyond the current contract term and will notify the bidder in writing of the extension. This contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the bidders, upon approval of the Board of County Commissioners.

2.3 METHOD OF AWARD: TO A SINGLE LOWEST PRICED BIDDER IN THE AGGREGATE

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all services are added in the aggregate. If a Bidder fails to submit an offer on all services, its overall offer may be rejected. The County will award the total contract to a single bidder.

The insurance company must be authorized (admitted) or an eligible surplus lines insurer under the laws of the State of Florida.

2.3.1 MINIMUM QUALIFICATION REQUIREMENTS

The Bidder must be a licensed insurance agent in the State of Florida as of the bid submittal date. **A copy of "The Florida Department of Insurance License for General Lines (Property and Casualty)" for the individual primarily responsible for the account must be provided with the bid submittal.**

2.4 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

The price for the insurance premium proposed by the awarded Bidder for the first annual policy period shall remain fixed and firm for a period of one (1) year after the commencement of the contract **except for additions and deletions of vehicles.** The awarded Bidder will market the program for each renewal and provide the County with quotes for insurance coverage no less than two (2) weeks prior to the annual renewal date. However, the annual broker fee quoted will remain fixed and firm for the term of the contract and any extension thereof.

2.5 COUNTY USER ACCESS PROGRAM (UAP) FEE:

USER ACCESS FEE (Applicable to the Broker Fee only)

SECTION 2
SPECIAL CONDITIONS

**EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
INSURANCE PROGRAM**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The awarded Bidder providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the two percent (2%) UAP as full and complete payment for the services specified on the invoice. The County shall retain the two percent (2%) UAP for use by the County to help defray the cost of the procurement program. Awarded Bidder participation in this invoice reduction portion of the UAP is mandatory.

2.6 INVOICE INFORMATION

The awarded Bidder shall submit an invoice that reflects annual broker fee and annual premium. This invoice shall be submitted to Miami-Dade County, Risk Management Division, 111 NW 1st Street, Suite 2340, Miami, Florida 33128.

All invoices shall contain the following basic information:

- I. Awarded Bidder Information:
 - The name of the business organization as specified on the contract between Miami-Dade County and Bidder
 - Date of invoice
 - Invoice number
 - Awarded Bidder's Federal Identification Number on file with Miami-Dade County
- II. County Information:
 - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
 - Unit price of the services provided
 - Extended total price of the services
 - Applicable discounts
- IV. Services Provided per Contract:
 - Description

SECTION 2
SPECIAL CONDITIONS

**EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
INSURANCE PROGRAM**

- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of the services

2.7 CONTACT PERSON

For any additional information regarding the terms and conditions of this solicitation and resultant contract, contact: Caroline Burgos, at (305) 375-3689 email - ctburgo@miamidade.gov.

2.8 INDEMNIFICATION AND INSURANCE

The awarded Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the awarded Bidder or its employees, agents, servants, partners principals or subcontractors. Awarded Bidder 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Awarded Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The awarded Bidder shall furnish to the Vendor Assistance Section, Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

SECTION 2
SPECIAL CONDITIONS

**EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
INSURANCE PROGRAM**

D. Professional Liability Insurance in an amount not less than \$1,000,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Office of Insurance Regulation.

NOTE CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
Internal Services Department
Risk Management Division
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

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

SECTION 3
TECHNICAL SPECIFICATIONS

**EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
INSURANCE PROGRAM**

3.1 PURPOSE

The purpose of this solicitation is to establish a contract with an insurance Broker to provide brokerage and related services and for the purchase of automobile liability and physical damage insurance program, (the "Program") for specific leased and owned vehicles for Miami-Dade County, Internal Services Department, Risk Management Division on an as needed basis.

The County will purchase this coverage on a flat fee basis. No commission will apply.

3.2 UNDERWRITING INFORMATION:

The following information is provided herein in Attachment A of this solicitation:

- Vehicle Information
- List of Drivers
- Additional Insured/Loss Payee
- Additional Designated Drivers

Loss information is provided herein in Attachment B of this solicitation:

The listing of vehicles, drivers and additional insured/loss payee is current as of the bid date. However, changes may take place prior to binding coverage on January 18, 2014. An updated listing will be provided prior to inception of the policy. The County, at its sole discretion, may add or delete vehicles. This list is subject to change during the term of the contract and any extensions thereof.

- **All bid submittals must show the name of the proposed carrier(s).** Such carrier(s) must be companies rated "A-" or better as to management and Class VII or better as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.
- All policies must be non-assessable.
- No co-insurance shall apply.
- Unless specifically noted, the attachment of specimen writing(s) to the proposal form shall not constitute notice to the County of the Bidder's intent to deviate from the underwriting submission in a restrictive manner.
- Coverage and deductibles will be on a per occurrence basis.
- Name of Insured: Board of County Commissioners, Miami-Dade County, c/o Risk Management Division, 111 NW 1st Street, Suite 2340. Miami, Florida 33128-1987.
- Coverage is to be effective January 18, 2014.

SECTION 3
TECHNICAL SPECIFICATIONS

**EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
INSURANCE PROGRAM**

3.3 LIMIT OF LIABILITY REQUIRED:

- Automobile Liability Limit: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- Uninsured Motorists Coverage: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- Statutory Personal Injury Protection.
- Physical Damage Insurance Comprehensive and Collision: See schedule of values Attachment A.
- Physical Damage Deductible:

Option 1:	\$1,000 per occurrence.
Option 2:	\$2,500 per occurrence.
Option 3:	Other

3.4 REQUIRED ENDORSEMENTS:

1. It is agreed that the cancellation provisions of the policy are amended to give no less than sixty (60) days written notice to the named insured in the event of cancellation by the carrier, except for non-payment of premium.
2. It is agreed that the insured shall not be deemed to have received notice of loss nor be required to report it to the insurance company until Miami-Dade County's, Risk Management Division has been made aware of the occurrence.
3. Fellow employee exclusion must be deleted.
4. Coverage afforded by this policy shall not be invalidated, prejudiced or affected by an inadvertent error or omission in giving information or making reports in connection with this policy.
5. It is agreed that such coverage as provided by this policy includes the interest of elected or appointed officials, employees and members of any Board of Miami-Dade County while functioning for in the interest of Miami-Dade County.

3.5 PRESENT COVERAGE:

Carrier: National Indemnity of the South

Term: January 18, 2013 – January 18, 2014

Limits: Liability - \$1,000,000 per occurrence
 Uninsured Motorist - \$1,000,000 per occurrence for
 Personal Injury Protection – Statutory
 Physical Damage Limit (Attachment A)
 Comprehensive/Collision (Attachment A)

SECTION 3
TECHNICAL SPECIFICATIONS

**EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
INSURANCE PROGRAM**

Deductible: \$2,500 Physical Damage

Premiums: See Attachment A

Annual Broker Fee: \$6,000

3.6 AWARDED BIDDER RESPONSIBILITIES:

The awarded Bidder shall:

1. Complete necessary applications, market the Program and present quotations to the County.
2. Represent the County in all negotiations with insurers, underwriters and other parties with regard to the Program.
3. When instructed to do so by Risk Management Division, administer the placement of coverage and provide original binders, policies and endorsements as required in the timetable specified by Risk Management Division.
4. Provide extensive review of binders and policies including verification of conformity to specifications. Request any necessary endorsements/changes/revisions that may be required.
5. Provide insurance coverage summaries/descriptions as requested by Risk Management Division.
6. Assure that insurance policies are placed with reputable and financially responsible insurers, including keeping Risk Management Division informed of any changes in rating of the insurers and making recommendations should ratings change during policy term.
7. Continually evaluate the Program and recommend coverage changes and improvements to provide the highest level of coverage at the least possible cost to the County. Any changes/improvements to the policy or carrier shall be approved in writing by the County.
8. Oversee and coordinate all relevant services performed by insurance companies/underwriters or any service agencies arranged for Program related issues and concerns.
9. When requested, notify the carrier of additions and deletions of vehicles and loss payees during the coverage term.
10. Perform administrative and clerical services relative to account management, including but not limited to, issuance of certificates of insurance, verification of the accuracy of bills, audits and all premium adjustments.

SECTION 3
TECHNICAL SPECIFICATIONS

**EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
INSURANCE PROGRAM**

11. Assign an Account Executive to this Program who will be responsible for communication with Risk Management Division and who, along with any other team members assigned, must be available on a daily basis to Risk Management Division for advice and consultation on Program related issues and concerns.
12. Attend meetings related to this Program with Risk Management Division staff and other parties, as requested.
13. Awarded Bidder must provide full coordination of claims handling between the County and the insurance carrier(s). All claims handling procedures will be coordinated with Internal Services Department, c/o Risk Management Division, 111 NW 1st Street, Suite 2340, Miami, Florida 33128-1987. The awarded Bidder must agree to furnish a listing of all claims, including such information as date and type of loss, amount paid, etc. upon request.

3.7 BROKER FEE:

Coverage shall be purchased on a flat fee basis. The Broker fee will be fixed throughout the contract term and any extensions thereof. The annual fee must be shown on the price schedule. The awarded Bidder shall not accept commissions for the placement of this Program. The awarded Bidder will market the Program for each renewal and provide the County with quotes for insurance coverage no less than two (2) weeks prior to the annual renewal date.

3.8 PREMIUM:

All payments / premiums will be made to the awarded Bidder by the County. The awarded Bidder shall submit all premiums/payments to the carrier.

Note: The UAP shall only be applicable to the Broker Fee. See Section 2, Paragraph 2.5.

**SECTION 4
BID SUBMITTAL FORM**

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
, 2013



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued
by: **CTB**

ISD/PM

Date Issued:
/13

This Bid Submittal Consists of
Pages 10 thru 15 + Affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Title:
**EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
INSURANCE PROGRAM**

A Bid Deposit in the amount of **NA** the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **NA** the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 953-54	
Procurement Contracting Officer: (Caroline Burgos	

FIRM NAME

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

SECTION 4
BID SUBMITTAL FORM

	Minimum Qualification:	Initial as Completed
Section 2, Paragraph 2.3.1	The Bidder must be a licensed insurance agent in the State of Florida as of the bid submittal date. A copy of "The Florida Department of Insurance License for General Lines (Property and Casualty)" for the individual primarily responsible for the account must be provided with the bid submittal.	_____

Premium for automobile liability and physical damage insurance from January 18, 2014 through January 18, 2015 for Vehicles No. 1 – 8 per Attachment A of this solicitation.			
VEHICLE NO.	DESCRIPTION	VIN NO.	PREMIUM
1	2014 Ford Taurus	1FAHP2F86EG113687	
2	2012 Buick LaCrosse Sedan	1G4GH5E33CF313659	
3	2011 GMC Yukon	1GKS1MEF0BR200292	
4	2012 Toyota Highlander Hybrid	JTEDC3EH9C2008417	
5	2013 Cadillac SRX	3GYFNCE34DS539780	
6	2010 Cadillac STS Sedan	1G6DU6EV7A0102980	
7	2011 Toyota Avalon	4T1BK3DB4BU407813	
8	2013 Toyota Prius V	JTDZN3EUXD3264479	

Annual Broker Fee	
This fee will remain fixed and firm for the initial period and any extension thereof.	\$ _____

Carrier: _____

SECTION 4
BID SUBMITTAL FORM

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____

**Bid Title:** EXECUTIVE AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE INSURANCE PROGRAM

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon Bidder registration. Failure to register as a Bidder within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the Bidder ineligible for Local Preference.



LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the Bidder ineligible for the LHP. The address of the locally-headquartered office is _____.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 1.35 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. _/ - _/ / / / / /

Prompt Payment Terms: _____% _____ days net _____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)
By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract.

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS FORMAL BIDS



Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Federal Employer
Contract No. : _____ Identification Number (FEIN): _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(j) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____

by _____ He or she is personally known to me or has produced Identification

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

SUBCONTRACTOR/SUPPLIER LISTING
 (Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Proposer: _____ FEIN No. _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Proposers who are awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Proposers should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain this information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Gender		Race/Ethnicity						Gender		Race/Ethnicity				
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	ASIAN/PACIFIC Islander	Native American/ Native Alaskan
Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Material s/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)						
			Gender		Race/Ethnicity						Gender		Race/Ethnicity				
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/ Native Alaskan	Other	M	F	White	Black	Hispanic	ASIAN/PACIFIC Islander	Native American/ Native Alaskan

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Department of Regulatory and Economic Resources at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Proposer _____ Print Name _____ Print Title _____ Date _____

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No: **IB6709-2/14-2**

Re-Bid
 Other

LIVING WAGE APPLIES: ___ YES NO

Requisition/Project No: **ROID1400011**

TERM OF CONTRACT: **5** years

Requisition/Project Title **Executive Automobile Liability and Physical Damage Insurance**

Description: **The purpose of this solicitation is to establish a contract with an insurance Broker to provide brokerage and related services and for the purchase of an automobile liability and physical damage insurance program.**

User Department(s): **Risk Management** Issuing Department: **ISD/PMSD**
 Contact Person: **Caroline Burgos** Phone: **305-375-3689**

Estimated Cost: **\$375,000** Funding Source: **General Fund**

ANALYSIS

Commodity/Service No: 953-54		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			
Continued on another page (s): ___ Yes <input checked="" type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Caroline Burgos

Date to DBD: 10/21/2013

Date Returned to DPM: _____

Walters, Vivian (RER)

From: Burgos, Caroline (ISD)
Sent: Monday, October 21, 2013 3:12 PM
To: Walters, Vivian (RER)
Subject: Executive Automobile Liability and Physical Damage Insurance Program ITB
Attachments: Executive Automobile Liability and Physical Damage Insurance Bid 10-21-2013.docx; Contract Project Measure Analysis revised 5-05.doc

Good afternoon Vivian,

Please find attached the Contract Project Measure Analysis for Executive Automobile Liability and Physical Damage Insurance Program.

Should you have any questions, please let me know.

Thank you,

Caroline T. Burgos

Procurement Contracting Officer

Miami-Dade County

Internal Services Department

111 NW 1st Street, Suite 1300

Miami, FL 33128

Tel: 305-375-3689

<http://www.miamidade.gov/dpm/>

"Delivering Excellence Every Day"