



## **Town of North Providence**

### **Bid Specifications**

### **Town Insurance Broker**

Sealed bids will be received in the Office of the Purchasing Agent at the North Providence Town Hall, 2000 Smith Street, North Providence, Rhode Island 02911, until 9:45 A.M. on the April 10, 2024. Bids will be opened publicly and read aloud in the Assembly Room of the North Providence Town Hall on April 10, 2024 at 10:00a.m.

## **INFORMATION FOR BIDDERS**

### **1. Receipt and Opening of Proposals:**

Sealed proposals (bids) will be accepted in the office of the Purchasing Agent, Town Hall, 2000 Smith Street, North Providence, R. I. until the time indicated in the Invitation for Bids, for the services designated in the Specifications and will then be publicly opened and read. No bids received thereafter will be considered.

### **2. Form of Bid:**

Proposals must be submitted on and in accordance with the bid proposal form included hereto, blank places must be filled in as noted, no change shall be made in the phraseology or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his signature and official title. Proposals, which are not complete, or contain any omissions, erasures, alterations, addition or contain irregularities of any kind, may be rejected as informal.

### **3. Submission of Bids:**

(a) Envelopes containing bids must be sealed and addressed to the office of the Purchasing Agent, and must be marked with the name and address of bidder, date and hour of bid opening, and name of item in bid call.

(b) The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

(c) Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Facsimile bids, amendments, or withdrawals will not be accepted.

(d) No bid may be withdrawn for a period of ninety (30) days from the date and time of opening.

(e) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

(f) Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

(g) Two (2) copies of all documentation submitted. And (1) USB Flash drive is required.

(h) Bidders must submit a bidder information form to the North Providence Office of the Purchasing Agent upon receipt of specifications.

4. **Acceptance or Rejection of Bid Proposal:**

The Town reserves the right to award the bid by item and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal, or parts thereof, which it deems to be most favorable to the best interest of the Town.

5. **Qualifications of Bidder:**

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6. **Commencement of Contract:**

The successful bidder shall commence the service upon Bid award. The Town may choose to extend this agreement for a second, third, fourth and fifth year with the agreement of the contractor.

7. **Bid Prices:**

Bidders shall state the proposed bid prices in the manner as designated in the Bid Proposal.

8. **Foreign Corporations:**

Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

It is understood that the Town reserves the right to award the bid by item or alternate item, and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal or parts thereof, which it deems to be most favorable to the best interest of the Town.

Bidder further agrees that after notification that the bid has been accepted shall be organized to commence service as stated herein. The Town can as its option renew for a second and third year.

The Bidder will identify business entity as individual, or if doing business under an assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of person executing proposal and bid.

## **BROKER & INSURER SERVICES REQUESTED**

The following minimum services are requested:

### **I. INSURER ADMINISTRATIVE:**

1) ***Policy Correspondence***

Provide original policy documents to *Town*, maintain copies of all completed applications (including any used for proposals), and forward the *Town* copies of value/exposure/loss control reports, filings, audits, auditor's worksheets and related documents and correspondence.

2) ***Advocacy***

Be an advocate of *Town* regarding resolution of insurance-related service and claim problems. Provide necessary follow-up to assure administrative issues are given proper attention by the insurer and assist *Town* in the review and resolution of claims handling concerns.

3) ***Exposure / Coverage Analysis***

Perform an annual property appraisal. Assist in the identification and evaluation of exposures and expand insurance protection where necessary or otherwise develop appropriate risk treatment strategies. Please specify any additional costs for these services.

4) ***Quality Control***

Maintain timely and careful review/quality control of all policies, endorsements, audits, or other adjustments and insurer services; request insurers to correct errors or omissions and immediately issue temporary evidence of coverage to *Town*.

5) ***Renewals:***

See to the timely renewal/replacement of all policies so that *Town* is continuously protected and check submitted exposure information (values, square footage, payrolls, municipal budget, etc.) to ensure reporting to the proper policy per coverage requirements and provisions.

*Town* should be provided past ratable exposure data and requested to update such information at least 90 days prior to expiration. Updated exposure data should be secured and renewal goals and objectives should be established 60 days prior to the renewal date. Renewal proposals should be submitted 30 days prior to expiration.

6) ***Program Structure***

Know and understand *Town's* attitude towards risk and risk financing and recommend financial and program structures which provide *Town* a cost-effective program.

7) ***Premium Invoicing***

Review premium invoices to assure accuracy and provide explanations, in detail, the basis for premium charge(s) with each invoice.

8) ***Insurance Schedules***

Annually, not later than 3 months after policy inception, issue a schedule of insurance showing:

- a. · Insurer name
- b. · Policy term and policy number
- c. · Coverage's afforded
- d. · Limits/amounts of insurance applicable
- e. · Deductibles/loss limits/retentions
- f. · Major coverage's or exposures excluded
- g. · Rates and premiums

9) ***Stewardship Report***

Annually issue a stewardship report to *Town* outlining:

- a. · Services rendered
- b. · Concerns, changes, continuing objectives
- c. · Open issue status
- d. · Marketing report
- e. · Suggested insurance budget by line for the next fiscal year
- f. · New coverage's to consider

10) ***Ancillary Documents:***

Provide *Town*, on a timely basis, the following documents as required:

- a) Certificates of insurance for property or equipment lessors, etc.
- b) Vehicle identification cards.
- c) Claim reporting forms and guidelines.

11) ***Contract Review***

Review all leases/contracts/proposed agreements and issue certificates of insurance as required by them within the time frame specified; request any needed policy amendments required by such documents. Report to *Town* findings, including whether policies comply with the insurance and indemnity provisions, and the expected impact on insurance costs.

12) ***Meetings:***

The *Town* wishes to have scheduled meetings with its insurance representatives as needed.

13) ***Insurer Solvency Monitoring***

Monitor the financial health of *Town's* insurers, and advise *Town* of adverse changes in

their financials.

14) ***Loss Information***

Forward to the *Town* insurer loss runs monthly for all lines of insurance and maintain data on historical losses.

**II. Claims Administration Service Guidelines**

1) ***Service Coordinator***

A Claims Service Coordinator should be assigned to have overall responsibility for claim administration services to *Town*.

2) ***Claim Reviews***

The Claims Service Coordinator should forward monthly status reports on significant claim activity and quarterly should provide a synopsis of open and closed claims and claim expenditures.

3) ***Emergency Service***

*Town* should be provided with the ability to contact all carriers on an emergency basis, twenty-four hours a day, seven days a week.

4) ***Claim Acknowledgments***

*Town's* Chief Legal Counsel should receive an acknowledgment upon the carrier's receipt of summons and complaints. An acknowledgment should be sent indicating the date the report was received, the date of injury, the claim number, the case handler and how to contact the case handler.

5) ***Claim Investigation***

Upon receipt of a claim assignment, the Claims Administrator should contact *Town's* Chief Legal Counsel or designee to coordinate the initial investigation. If statements or documents are needed, *Town's* Chief Legal Counsel will coordinate with the relevant department to assist in obtaining the necessary items of investigation.

6) ***Summons and Complaints***

*Town's* Chief Legal Counsel should receive copies of all summons and complaints upon receipt by the carrier.

7) ***Defense Counsel***

*Town's* Chief Legal Counsel should be given the opportunity to object to the selection and assignment of defense counsel.

8) **Litigation Notification and Defense Counsel Documents**

*Town's* Chief Legal Counsel should be notified of all dates for mediation, arbitration, pre-trial and trial dates immediately upon the Claims Administrator receiving notice of such dates. *Town's* Chief Legal Counsel should be copied on pre-mediation/arbitration/trial memoranda and case evaluations by defense counsel.

9) ***Claim Settlement***

*Town's* Chief Legal Counsel should be given the opportunity to object to proposed settlements.

10) ***File Audit***

The Claims administrator should make all paper and computer files available for periodic audit by a party of *Town's* choosing.

**Qualifications of Respondents and Relative Experience**

**Business Organization**

The Consultant shall have, at a minimum, two (2) or more licensed professionals in the commercial liability insurance field on staff who will represent the interests of the Town of North Providence.

The Consultant must be able to designate a dedicated account manager to handle services required by the Town.

The Consultant must be actively licensed in Rhode Island for the services requested.

**Qualifications and Relative Experience**

The Consultant must provide documentation that he/she has experience as employee liability related benefits as follows:

1. Minimum of three (3) years' experience being a Consultant in the insurance field;
2. Experience providing similar services to municipalities of similar size and type as the Town of North Providence; and
3. All documented experience must be within the past five (5) years.

**Coordination of Activities**

All activities for this contract will be coordinated through the Town Finance Department.

**Fee Schedule/Cost Proposal**

All respondents are required to disclose any commission and/or other compensation that will be charged or paid to the respondent for the services provided to the Town whether paid by the Town or a third party.

All respondents are to provide the above information for one, two and three year contracts. The Town will be the final authority in determining the length of the contract.

**Evaluation Process; Methodology of Awarding Contract**

All responses are to be evaluated on the basis of whose response is the most advantageous to the Town, price and other factors considered, and whose response will provide the highest quality of service at fair and competitive prices.

Bid evaluation shall consist of the following criteria using a weighted scale, values stated below:

Experience:	10%
Previous Performance:	10%
Bid Amount:	50%
Credentials/Qualifications:	10%
Ability to perform described services:	20%

**E – Insurance**

The vendor shall maintain and keep in force such comprehensive general liability and errors and omission insurance that shall protect them from claims which may arise from operations under any contract entered into with the Town of North Providence, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The Town of North Providence shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

**F - Acknowledgement of Risk & Hold Harmless Agreement**

In addition to the indemnity provisions in the Town of North Providence’s Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasers) agree to release, waive, discharge and covenant not to sue the Town of North Providence, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasers use of or presence in and/or on Town of North Providence property. The Releasers agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasers in any Town whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorney’s fees, that may incur due to Releasers use of or presence in and on Town of North Providence property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons,



entities, parties, which relate to or arise out of Releasors use of or presence in and on Town of North Providence property.

The duty to indemnify and/or hold harmless the Town of North Providence shall not be limited by the insurance required under the Town of North Providence Terms and Conditions of Purchase.

### **G - Additional Insurance Requirements**

In addition to the insurance provisions in the Town of North Providence Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the Town of North Providence shall include the Town of North, its divisions, officers and employees as Additional Insureds but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

- a. Waiver of Subrogation waiving any right to recovery the insurance company may have against the Town of North Providence; and a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self-insurance or self-retention maintained by the Town of North Providence and that any insurance, self-insurance or self-retention maintained by the Town of North Providence shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the North Providence Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the Town of North Providence.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Town of North Providence. The selected vendor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The Town reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

### **H - Proposal Content and Organization**

Submission of a proposal is acknowledgement and acceptance of the Town of North Providence's Purchasing Rules and Regulations and General Terms and Conditions of Purchase. Respondents also acknowledge that they fully understand the scope of service, work and activity to be performed.

**Form of Proposal:** The proposal shall be submitted in the following manner. Failure to submit the proposal in the manner specified may result in the elimination of that proposer from consideration for award.

**Tabbed Proposal Submittal:** So that the Town can properly evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by index dividers and the index divider must extend

so that each tab can be located without opening the proposal and labeled with the corresponding tab reference number noted below.

**Tab 1 - Bid Form & Fee Schedule**

All Bid Forms must be signed.

Included in this tab must be a fee schedule, and pricing must include all fees charged and costs as specified in this solicitation.

**Tab 2 – License Information**

Please include copies of all applicable licensing required to perform the work requested in this RFP.

**Tab 3 – Technical Criteria**

Please list all services to be rendered with an explanation on how you will provide the services. Respondents shall also provide evidence of how services of similar type were provided to other organizations. Respondents are to provide evidence of any innovation and/or successful approach in providing the services requested.

**Tab 4 – Business Organization**

Please outline your business organization, including, but not limited to:

Name, address and other related information, website address, organizational chart, resumes of key people who will be working with the Town, and other information that may be helpful to the Town in understanding your business organization.

**Tab 5 – Qualifications and Relevant Experience**

Respondents shall submit documentation highlighting qualifications and experience they have that will assist the Town in the evaluation and selection process. Such documentation shall include, but not be limited to:

Letters of recommendation;

List of any judgments within the last three (3) years and/or a list of bankruptcy within the last ten (10) years;

Availability of personnel, facilities, equipment and other resources to provide the services requested; and

Any other information concerning the firm and/or individuals of the firm that would assist the Town in the evaluation process.

**Tab 6 - Joint Venture/Partnerships**

The Bidder shall identify if this bid is a joint venture or partnership with another entity. Please remember that all information required from the Bidder under the proceeding or subsequent tabs must also be included for any joint venture or partner.

One entity must be designated as the primary contact for the joint venture or partnership in the bid.

If no joint venture or partnership exists or will not be utilized, please provide this statement, “NO JOINT VENTURE/ NO PARTNERS”.

**Tab 7 - Other Information**

The proposer may also include hereunder any other general information that the proposer believes is appropriate to assist the Town in its evaluation.

Also, please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the Town of North Providence assumes that the vendor will adhere to all terms and conditions listed in this RFP.

**I – Miscellaneous**

Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the Town of North Providence against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The Town is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the Town is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The Town of North Providence reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The Town of North Providence reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.

The Town reserves the right to pay the selected Vendor via credit card or Electronic Funds Transfer (ETF) at its sole discretion.

**J – Bid Form**

**Consultant RFP**

BIDDER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PROJECT MANAGER: \_\_\_\_\_

NUMBER & STREET: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Being a (Corporation, incorporated under)  
the laws of the State of

\_\_\_\_\_

(Partnership/Individual  
Composed of officers, partners or owner as follows:

\_\_\_\_\_

President) (Owner)

(Partner/s)

**General Information**

Is your firm a sole proprietorship doing business under a different name? \_\_\_ Yes \_\_\_ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

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Is your firm incorporated? \_\_\_ Yes \_\_\_ No

Will any of the work spelled out in this bid be outsourced? \_\_\_ Yes \_\_\_ No

If so, please explain below:

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Have you or your firm been subject to suspension, debarment or criminal conviction by the Town of North Providence, the State of Rhode Island, or any other jurisdiction?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Have the Town of North Providence and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Has your firm ever withdrawn from a contract with the Town of North Providence and/or the State of Rhode Island during its performance?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Have you or your firm been involved in litigation against the Town of North and/or the State of Rhode Island.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the Town of North Providence and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

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Is your company bonded?                      Yes \_\_\_\_      No \_\_\_\_

Please describe the nature and extent of all insurance coverage:

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Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

References

Please list at least four (4) companies with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the Town of North Providence & North Providence School Department, and a website address should be included if available.

<p><u>Reference #1</u></p> <p>Company Name: _____</p> <p>Contact Person: _____ Telephone #: _____</p> <p>Contract Dates: _____ To _____</p> <p>Website Address: _____</p>
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<p><u>Reference #2</u></p> <p>Company Name: _____</p> <p>Contact Person: _____ Telephone #: _____</p> <p>Contract Dates: _____ To _____</p> <p>Website Address: _____</p>
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<p><u>Reference #3</u></p> <p>Company Name: _____</p> <p>Contact Person: _____ Telephone #: _____</p> <p>Contract Dates: _____ To _____</p> <p>Website Address: _____</p>
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<p><u>Reference #4</u></p> <p>Company Name: _____</p> <p>Contact Person: _____ Telephone #: _____</p> <p>Contract Dates: _____ To _____</p> <p>Website Address: _____</p>
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**Bid Form Signature**

\_\_\_\_\_  
(Bidder Name – Please Print)

By: \_\_\_\_\_  
(Signature)

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

\*\*\*\*\* ***BID FORM MUST BE SIGNED*** \*\*\*\*\*