



Mountain Line

**(Northern Arizona Intergovernmental Public
Transportation Authority)**

3773 N. Kaspar Dr., Flagstaff, AZ 86004

(928) 679-8900

www.mountainline.az.gov

REQUEST FOR PROPOSALS

RFP No. 2025-180

for

Insurance Broker Services

Due Date & Time

January 21, 2025

5:00 PM, AZ Time

RFP No. 2025-180

Insurance Broker Services

RFP ISSUANCE DATE: December 27, 2024

SUBMITTAL DUE DATE AND TIME: January 21, 2025, at 5:00 PM AZ time

SUBMITTAL LOCATION: Electronically,
purchasing@mountainline.az.gov

PRE-SUBMITTAL MEETING: A Pre-Submittal Meeting will not be held.

ONE-STEP PROCESS: This is a one-step solicitation. The successful Respondent, if any, will be selected at the end of the RFP process.

QUESTIONS: All questions must be submitted **via email only** by 5:00 PM, January 13, 2025. Answers to questions and other clarifications will be in the final Addenda issued through Mountain Line Website.

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**SECTION I: LEGAL ADVERTISEMENT
FOR MOUNTAIN LINE RFP NO. 2025-180, Insurance Broker Services**

Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“Mountain Line”) is seeking a qualified Respondent for the Insurance Broker Services for Mountain Line.

If your firm is interested in being considered for this project, you may obtain a copy of the Request for Proposals (“RFP”) packet at the Mountain Line website: <https://mountainline.az.gov/services-programs/purchasing/>.

Any/all associated addenda for this RFP will be available at the Mountain Line website: <https://mountainline.az.gov/services-programs/purchasing/>. The Respondent bears sole responsibility to check the website for any/all addenda. Mountain Line will not email or send out copies or notifications of any/all addenda(s).

A pre-submittal conference will not be held.

This is a one-step solicitation. The successful Respondent, if any, will be selected and recommended to the appropriate Mountain Line Board of Directors for Award. No contract shall exist until properly and formally approved for Award and fully executed by the Respondent and the properly authorized Mountain Line signatory.

Sealed Responses to this RFP (“Responses”) will be received electronically with the RFP name and RFP number clearly marked in the subject line at the following address until the date and time set forth below:

Due Date and Time: January 21, 2025, at 5:00 PM AZ.

purchasing@mountainline.az.gov

This announcement does not commit Mountain Line to award a contract and Mountain Line shall not reimburse any Respondent for any costs incurred in the preparation of a response. Mountain Line reserves the right to accept or reject, in whole or in part, any or all responses submitted and/or to cancel this announcement and/or RFP. Mountain Line reserves the right to waive any informality or irregularity in any Responses received and to be the sole judge of the merits of the respective Responses received. Any contract awarded shall be based upon the response determined by Mountain Line most advantageous to Mountain Line. No contract shall exist unless and until properly executed by Mountain Line, including formal approval by Mountain Line Board when required. The Mountain Line’s Purchasing Policy (“Purchasing Policy”) governs this procurement and is incorporated into the RFP by this reference. If there is any conflict between this advertisement and the terms of the RFP or any applicable code or statute, the RFP, code and/or statute shall prevail over this advertisement.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO
CAREFULLY READ THE ENTIRE RFP.**

SECTION II: PROCUREMENT SCHEDULE

Procurement Schedule for this RFP (all dates are approximate) and may be changed by Addendum:

- | | |
|--------------------------------|---|
| A. RFP issued | Date set forth on Page 2 of this RFP |
| B. Pre-submittal meeting | Date and time set forth on Page 2 of this RFP |
| C. Questions due to Purchasing | Date and time set forth on Page 2 of this RFP |
| D. Response due | Date and time set forth on Page 2 of this RFP |

SECTION III: INSTRUCTIONS TO RESPONDENTS

INSTRUCTION 1: DEFINED AND CONTROLLING TERMS

1.01 **Definitions:** Terms used in this RFP have the meanings indicated in the Contract, the Project Specifications, Special Provisions, and Contract Documents, as applicable. Additional terms used in this RFP have the meanings indicated below:

- A. "Consultants" shall mean the Subconsultants retained by the Respondent for the performance of any of the Services to be provided by the Respondent under the Contract Documents.
- B. "Firm" shall mean each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities submitting their qualifications in response to this RFP.
- C. "Mountain Line" shall mean the Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona.
- D. "Project" shall mean the Project set forth in Section IV Project Description set forth below.
- E. "Purchasing Policy" shall mean Mountain Line's Purchasing Policy which governs this procurement and is incorporated in this RFP by this reference.
- F. "Respondent" shall mean the qualified, licensed person, firm or corporation who furnishes Services under the Contract Documents.
- G. "Respondent" shall have the same meaning as "Firm."
- H. "Response" or "Submittal" shall mean the Response.
- I. "Response" shall mean a response submitted in response to this RFP.
- J. "Services" shall mean any and all services to be provided under the Contract Documents and may include, but not be limited to: Insurance Broker Services, and any and all other services required for the full, professional, and timely performance by the Respondent and its Consultants.
- K. "Site" shall mean the physical location where the Project is located and any ancillary or adjacent areas to be utilized by Respondent and/or Mountain Line in relation to the Project.

INSTRUCTION 2: MINIMUM REQUIREMENTS OF RESPONDENTS

- 2.01 Professional License/Certification/Registration: All individual architects, engineers, Consultants and other professionals engaged in providing Services for Mountain Line shall be licensed shall be licensed or certified by and/or registered with the State of Arizona as required pursuant to A.R.S. § 32-121, *et seq.*, for the types of work included in Services to be rendered by them related to the Project that is the subject of this RFP, and each Respondent must certify its compliance by completing, signing and returning the form provided as **Exhibit A, Attachment 5** hereto.
- 2.02 Insurance: Respondent must have or obtain within the time period set by Mountain Line the Insurance coverages and certifications and fully comply with the insurance requirements set forth in **Exhibit A, Attachment 19** to this RFP.
- 2.03 Failure to Meet Minimum Requirements: Any violation or failure to meet the requirements of this Instruction II may, at the sole option of Mountain Line, cause a Response to be considered non-responsive and/or the Respondent being deemed non-responsible resulting in the rejection of the Response, and may result in cancellation or termination of the resultant Contract if discovered after the Contract has been awarded.

INSTRUCTION 3: ACCEPTANCE OF CONTRACT DOCUMENTS

- 3.01 Mountain Line Standard Contract: Mountain Line has developed standard forms of Professional Services Contracts and Task Orders, which can be found on our website at <https://mountainline.az.gov/services-programs/purchasing/>. If selected, as the Respondent for this Project, a Respondent agrees to execute this form of Contract Documents. Provisions in a Response that conflict with, and/or exceptions to, and/or requests for changes in, Mountain Line's contract terms, Special Conditions, Exhibits and/or other Contract Documents may result in a Response being considered nonresponsive and rejected. By submitting a Response, Respondent also acknowledges its understanding and agreement that Mountain Line may make changes in the standard form of contract documents and that therefore the form of contract documents presented to the successful Respondent may be different from the form of contract documents referenced above, in which case the successful Respondent will be given the opportunity to review the changes.
- 3.02 Contract Documents: The Contract Documents may include, without limitation, this RFP, any addenda to this RFP issued by Mountain Line, the Response of the successful Respondent, Mountain Line General Conditions, Task Orders and such other terms as Mountain Line determines are in its best interest and appropriate for the Project.
- 3.03 Prior Contracts Not Applicable: Any previous agreements, contracts, or other documents, which have been executed between the Respondent and Mountain Line, if any, are not applicable to this RFP or any resultant contract.

INSTRUCTION 4: RESPONDENTS' PRE-SUBMITTAL OBLIGATIONS AND REPRESENTATIONS

- 4.01 Respondent's Obligations: It is the responsibility of each Respondent before submitting a Response to:
- A. Examine and carefully study the RFP, and any data and reference items identified in the Bidding Documents;

- B. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Services;
- C. Consider the information known to Respondent itself; information commonly known to businesses performing like Services doing business in the community of the Project; information and observations obtained from visits to the community; the RFP; and to consider: (1) the cost, progress, and performance of the Services; (2) the means, methods, techniques, sequences, and procedures to be employed by Respondent; and (3) safety precautions and programs.
- D. Become aware of the general nature of the Services to be performed by Respondent and others on the Project that relates to the Services as indicated in the RFP;
- E. Promptly give Mountain Line written notice of all conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the RFP and confirm that the written resolution thereof by Mountain Line is acceptable to Respondent; and
- F. Determine that the RFP is generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Services.

4.02 Respondent's Representations: By signing and submitting its Response, Respondent represents, certifies and agrees that:

- A. Respondent has complied with every requirement of this Instruction and the RFP;
- B. The submission of the Response did not involve collusion or other anti-competitive practices;
- C. The Respondent shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246;
- D. The Respondent has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted Response;
- E. Failure to sign the Response, or the falsity of a statement in a signed Response, shall void the submitted Response or any resulting contracts, and the Respondent may be disqualified;
- F. The Respondent is current in all obligations due to Mountain Line, if any;
- G. Based on the information and observations referred to in the preceding Instruction 4.01, that at the time of submitting its Response no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Response and that Respondent has the financial, bonding (if required), technical and resource capacity and capability to fully and timely perform the scope of services in accordance with the other terms and conditions of the RFP and the Contract Documents; and,
- H. There will be no subsequent financial or time adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

INSTRUCTION 5: PREPARATION OF RESPONSE

- 5.01 All Responses shall include all of the information, documents, Attachments, and other items set forth in Section VI Response Contents below, fully completed. In the case of any conflict between this Instruction 5 and the requirements set forth in Section VI shall control.
- 5.02 Responses should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Response must display clearly and accurately the capability, knowledge, experience, and capacity of the Firm to meet all of the requirements of this RFP including those set forth in Section V Scope of Services and respond to the evaluation criteria in Section VII Evaluation of this RFP.
- 5.03 All Responses must not exceed 18 pages in length (exclusive of resumes, attachments and letters of recommendation) unless a different page limitation is set forth in Section VI Response Contents below. No oral, telegraphic, electronic, facsimile, or telephonic modifications to the Response will be considered.
- 5.04 The Respondent shall clearly identify any/all exceptions to the RFP specifications or contract terms in **Exhibit A, Attachment 22**. This is the only means for a Respondent to identify any/all exceptions to the specifications in this RFP and/or Mountain Line's standard Contract terms. Exceptions raised at a later time, or in any other location in the Response, will not be considered in any negotiations. Respondents may review the Contract at: <https://mountainline.az.gov/services-programs/purchasing/>. Exceptions to Mountain Line's standard Contract terms and/or the terms of this RFP may, in Mountain Line's sole discretion, be basis for the Response to be rejected as nonresponsive.
- 5.05 Public Record/Confidential Information:
- A. All Responses submitted in response to this RFP, whether or not accepted by Mountain Line, shall become a matter of public record available for review, subsequent to the award notification, in accordance with Mountain Line's Procurement Policy.
 - B. If a person believes that a response, offer, specification, or protest contains information that should be withheld as proprietary or confidential, a statement advising Mountain Line of this fact shall accompany the submission and the information shall be identified in **Exhibit A, Attachment 7**.
 - C. The information identified by the person as confidential shall not be disclosed until Mountain Line makes a written determination whether the information must be disclosed under Arizona law. If Mountain Line determines that the information must be disclosed, Mountain Line will provide the Respondent with notice of such fact, and that the Respondent has five (5) days within which to file a legal action protesting the planned disclosure. If no legal action is taken within the time specified, Mountain Line will disclose the information and will not be responsible for any claims or losses arising from or related to such disclosure.
- 5.06 The Response shall be submitted with an original ink or electronic signature by a person authorized to sign the offer. If the Respondent is a corporation or other legal entity, the Response must be signed in the legal name of the corporation followed by the name of the state of incorporation or organization and the legal signature of an officer or other person authorized to bind the corporation or other legal entity to a contract. Unsigned Responses will be considered nonresponsive and will be rejected.
- 5.07 Periods of time, stated as number of days, shall be calendar days.

- 5.08 Erasures, interlineations, or other modifications in the Response shall be initialed by the authorized person signing the Response. No Response shall be altered, amended, or withdrawn after the specified due date and time.
- 5.09 Mountain Line shall not reimburse the cost of developing, presenting, submitting or providing any Response to this solicitation, or any other costs or expenses of any Respondent.

INSTRUCTION 6: ERRORS, INQUIRIES AND ADDENDA

- 6.01 It is the responsibility of all Respondents to examine the entire RFP package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Response. Negligence or errors in preparing a Response confers no right of withdrawal or correction after Response due date and time.
- 6.02 Should a Respondent find any ambiguity, conflict, inconsistency, omission or other error in the RFP or should the Respondent be in doubt as to its meaning, he or she shall at once notify the contact person listed on page 2 of this RFP, via email only, and ask that the RFP be clarified or modified. If prior to the date fixed for submission of Responses, a Respondent knows of or should have known of an error in the RFP, but fails to notify Mountain Line of the error, the Respondent shall bid at its own risk, and if awarded the contract shall not be entitled to additional compensation or time by reason of the error or its later correction.
- 6.03 All questions regarding the contents of this solicitation and the solicitation process (including requests for ADA accommodations), shall be directed to the contact person listed, via email only, and shall be submitted no later than the stated deadline for submitting questions on page 2 of this RFP. Questions improperly submitted and/or received by Mountain Line after the deadline will not be answered.
- 6.04 Answers to the written questions or requests for clarification or modification of the RFP submitted by Respondents, as well as any other changes to the RFP, will be provided in a timely manner in the form of FAQ or Addenda via Mountain Line Procurement website: <https://mountainline.az.gov/services-programs/purchasing/>.
- 6.05 Any correspondence related to the RFP should refer to the appropriate RFP number and title, page and paragraph number. However, the Respondent shall not place the RFP number and title on the outside of any envelope containing questions since such an envelope may be identified as a sealed Response and may not be opened until after the official RFP due date and time.
- 6.06 It is each Respondent's obligation to assure that it has received and reviewed all Addenda issued. Each Respondent shall acknowledge receipt of Addenda by completing, signing and including **Exhibit A, Attachment 2** in the Response. Failure by a Respondent to acknowledge receipt of all Addenda may result in that Respondent's Response being deemed non-responsive and possibly rejected. Addenda acknowledgement returned to Mountain Line separately from a Response will not be accepted.
- 6.07 In order to obtain information and/or register for this RFP, a Respondent must register as a vendor at <https://mountainline.az.gov/services-programs/purchasing/>.

INSTRUCTION 7: RESPONSE SUBMITTAL, DUE DATE AND TIME

Electronic Bid Submittal: Each Response shall be submitted at the email address listed on page as set forth on Page 2 of this RFP via email with the RFP name, RFP number, and Respondent's name and address clearly indicated in the subject line.

- 7.01 Respondents must submit their Response to Mountain Line Purchasing Department by the Due Date and Time and at the email address listed on page 2 of this RFP. Responses will be accepted by Mountain Line during normal business hours until the Due Date and Time specified.
- 7.02 It is the responsibility of the Respondent to ensure on-time delivery of the Response to the address listed on page 1 of this RFP. Late Responses shall not be considered under any circumstances.
- 7.03 Any Response or other Response received after the Response Due Date and Time will be rejected as non-responsive and returned to the sending Respondent unopened.

INSTRUCTION 8: WITHDRAWAL OF RESPONSE

At any time prior to the specified Response Due Date and Time, a Respondent may withdraw the Response in person or by submitting a request in writing or via email to the contact person whose name appears on page 2 of this RFP. Any request to withdraw a Response must be made by a duly authorized representative of the Respondent. Respondent is responsible for making arrangements and paying any and all expenses associated with the return of the Response.

INSTRUCTION 9: RESPONSE OPENING

All information received in response to this RFP shall be shown only to Mountain Line personnel having legitimate interest in the evaluation process. After award of the contract, the successful Responses and the evaluation documentation shall be open for public inspection.

INSTRUCTION 10: MOUNTAIN LINE RESERVED RIGHTS

Notwithstanding any other provision of this RFP, Mountain Line expressly reserves the right to:

- A. Extend the date by which Responses are due;
- B. Withhold the award or cancel this RFP for any reason Mountain Line determines;
- C. Reject any or all Responses, in whole or in part;
- D. Waive any immaterial defect, irregularity, or informality in any Response;
- E. Reissue an RFP;
- F. Unless the Respondent states otherwise, award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to Mountain Line. If a Respondent's Response is an "all or nothing" offer, it must be expressly so indicated in the Response; and/or
- G. Exercise any and/or all other rights available to Mountain Line under the terms of the RFP, the Purchasing Policy, at law, or in equity.

INSTRUCTION 11: ADDITIONAL PROHIBITIONS AND RESTRICTIONS

- 11.01 No person, firm, partnership, joint venture, corporation, or other legal entity shall be permitted to submit more than one (1) Response for the same Project. A person, firm, partnership, joint venture, corporation, or other legal entity that has submitted a sub-consultant Response to a Respondent is disqualified from submitting a Response for the Project as a Respondent. A person, firm, partnership, joint venture, corporation, or other legal entity shall be allowed to submit a sub-consultant Response to more than one (1) Respondent.
- 11.02 Respondents shall not submit to, or communicate in any way with Mountain Line regarding, information prohibited from consideration by applicable Arizona or Federal law. Accordingly, any Response that contains any information of this type will be deemed nonresponsive, will not be considered and the Response will be returned to the Respondent. This exclusion of information applies to the Response, to any interview and to all other aspects of the RFP competition.
- 11.03 Respondents and members of their teams shall not communicate concerning this RFP with the Respondent for this project, Mountain Line' Project Executive, any Mountain Line Consultant or Program Manager, Selection Committee members, or employees of Mountain Line, except as stipulated in Inquiries and Addenda above. A Respondent's failure to abide by this requirement may result in rejection of a Response.
- 11.04 With regard to any violation of any of the provisions of this Instruction 11, Mountain Line expressly reserves the right to pursue any and all remedies available to it under Mountain Line's Purchasing Policy, at law or in equity, including, but not limited to, the following:
- A. Any violation of this Section discovered before an award of the resultant contract may, in Mountain Line's sole discretion, subject a Respondent to a warning letter, rejection of its Response, or disbarment, depending on the nature of the violation.
 - B. If a violation of this Section is discovered after the resultant contract has been awarded, Mountain Line may, by written notice to the Respondent, cancel the resultant contract. In the event Mountain Line cancels the resultant contract pursuant to this provision, Mountain Line shall be entitled, in addition to any and all other available rights and remedies, to withhold or recover from the Respondent the amount of any gratuity provided and any and all incidental and/or consequential damages incurred by Mountain Line as a result of the violation.

INSTRUCTION 12: ACCEPTANCE PERIOD

- 12.01 In order to allow for an adequate evaluation, Mountain Line requires all Responses to be valid and irrevocable for one hundred and eighty (180) days after the opening time and date and each Respondent agrees that it will hold open its Response for such period.
- 12.02 No contract or agreement, expressed or implied, shall exist between Mountain Line and any Respondent, or be binding on Mountain Line, before formal approval by Mountain Line Board and the execution of the resulting written contract by both parties.
- 12.03 If agreement on the terms of a resultant Contract cannot be reached after a period deemed reasonable by Mountain Line in its sole discretion, Mountain Line may negotiate and enter a Contract with any other Respondent who submitted a timely and responsive Response to this RFP, as provided by law.

INSTRUCTION 13: EVALUATION

Evaluation of timely and responsive Responses submitted by responsible Respondents shall be based upon the evaluation process and criteria set forth in Section VII to this RFP.

INSTRUCTION 14: PROTESTS

Mountain Line believes that it can best maintain its reputation for treating firms, Respondents, etc., in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If a Respondent believes that Mountain Line has fallen short of these goals, it may submit a written protest pursuant to Mountain Line's Purchasing Policy, which is available at: <https://mountainline.az.gov/services-programs/purchasing/>.

INSTRUCTION 15: COOPERATIVE PURCHASING AGREEMENTS

- 15.01 An award of contract resulting from this RFP may be extended for use to other municipalities and government agencies of the state. Any such usage by other municipalities and government agencies must be in accordance with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Proposer.
- 15.02 Mountain Line is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools, cities, and other Arizona State agencies. These cooperatives are achieved through Intergovernmental Agreements (IGA) in accordance with provisions allowed by A.R.S. § 11-952 and § 41-2632. The IGAs permit purchases of material, equipment, and services from proposers at the prices, terms and conditions contained in contracts originated between any and all of these agencies and a successful Respondent.

SECTION IV – PROJECT DESCRIPTION

The successful Vendor shall assist with placement of policies related to Errors and Omissions, Auto Liability, Property, Professional Liability, and Workers Compensation of, throughout the contract period. Policies will need to have a minimum of five million dollars (\$5,000,000) per occurrence of insurance coverage for auto, errors and omissions, and general liability, and shall list Mountain Line, its officers, agents, employees and volunteers as additional insured.

SECTION V – SCOPE OF SERVICES

To be considered, each quotation must include the following information, presented in the order shown. Answers should be clear, well-organized, and concise.

1. Provide a brief history and description of your firm. Include the number of employees, annual revenues, and areas of specialization. Provide the same information for the office which would handle Mountain Line's account.
2. Provide the names and experience of each person who would be assigned to work actively on Mountain Line's account. Identify the individual within the firm who will have overall responsibility for Mountain Line's account and list the office in which each account team member is located.
3. Describe any exclusive products or services your agency can provide.
4. Describe any special expertise your firm has in providing insurance to public agencies, specifically public transit if applicable.

5. Compensation under this contract will be on a fee basis only; no commissions will be paid. Provide the amount of the fee, how it is determined and what services are included in the fee.
6. Describe what you will do to keep abreast of the loss exposures of Mountain Line.
7. Explain the payment schedule that Mountain Line would be expected to meet, including any payment options such as monthly, quarterly, semi-annual payment plans.
8. The successful Vendor shall assist with placement of policies related to Errors and Omissions, Auto Liability, Property, Professional Liability, and Workers Compensation of, throughout the contract period. Policies will need to have a minimum of five million dollars (\$5,000,000) per occurrence of insurance coverage for auto, errors and omissions, and general liability, and shall list Mountain Line, its officers, agents, employees and volunteers as additional insured.
9. Describe your approach to exclusions such as mold and terrorism and what strategies you recommend to your clients regarding these issues.
10. Provide a list of five (5) public entity clients your firm has provided services to in the past five years. Include agency name, contact person and telephone number. Past Performance Surveys are included in your packet. Please send to each of the clients you've listed for completion. The completed forms must be returned to Mountain Line directly by the due date of this procurement via email to purchasing@mountainline.az.gov, attention Heather Higgins.

III. Quotation

A. Program Structure

Mountain Line has a range of exposures and some unique risk management program features which quotations should address. These include, but are not limited to:

1. Public Transportation via fixed route system in city of Flagstaff, including service operated on Northern Arizona University Campus.
2. Public Transportation via demand response systems in city of Flagstaff, as well as rural services in Coconino County.
3. Partnerships with other public and non-profit organizations to coordinate and provide training on driving and safety.
4. Partnerships with other public and non-profit organizations advising fleet maintenance plans and we are interested in opportunity to provide maintenance services.
For information on the operations of Mountain Line, please review our Mountain Line website at <https://mountainline.az.gov/>

B. Insurance Companies

List the insurers, (showing the complete name of each), in order of preference that you would approach to provide coverage for Mountain Line. For each insurer, identify any managing general agent or surplus lines broker which you intend to use. List the current Best's rating for each insurer and indicate whether the insurer is admitted in the State of Arizona. If you plan to use the London market, identify London brokers and specific underwriters (Lloyd's syndicates or other carriers) that will be used. If the incumbent broker is selected as one of the two finalists, the incumbent shall be authorized to solicit bids from the current carriers. Should the incumbent not be selected, Mountain Line reserves the right to continue with the current carriers if it is in Mountain Line's best interest.

C. Conceptual Approach

Describe the insurance program(s) that you think may be most desirable to Mountain Line. If practical, provide charts or graphs that illustrate the design of the program and show the limits each insurer will provide, deductibles or self-insured retentions, the relationship of major insurance policies, and how the insurers listed in section III-B will be utilized (i.e. coverages and limits they will provide.)

When describing the approaches which Mountain Line should explore, clearly identify any features which you believe would be of particular benefit to Mountain Line. These features would include use of particular insurers or reinsurers, combined aggregate programs, use of a particular adjusting firm, special rating plans (including rate guarantees), special types of coverage, particular services available from your firm or the proposed insurers, etc. This should include an analysis and recommendation regarding Mountain Line's present SIR and a review of the total risk coverage for all Mountain Line owned property. You are encouraged to suggest any changes, additions, or deletions to Mountain Line's coverage that would result in a program better suited to Mountain Line's needs. In addition, the presented conceptual approach must clearly identify any exclusion to coverage.

Mountain Line currently carries \$21 million on General Liability and Public Officials with \$21 million Auto Liability (\$5 million Umbrella/\$16 million excess).

D. Marketing Process

Include an outline of the plan of action and dates of completion which would be followed when marketing Mountain Line's coverage. This plan should include a description of the underwriting data the Vendor will require.

E. Selected Underwriting Data

The following information is provided to enable Vendors to better understand Mountain Line's exposures and the scope of Mountain Line operations.

1. The average annual operating budget is about 11.8 million. 2. The annual payroll is approximately 5.48 million excluding benefits. 3. The average daily employee attendance is approximately 83 with approximately 103 total Mountain Line employees. 4. Total property values are about \$7 million. 5. Mountain Line has approximately 29 buses and 8 Paratransit buses, 1 admin vehicle, 2 supervisor vehicles, 5 lunch vans, 3 maintenance vehicles, 1 forklift, 1 electric cart, 2 bobcats, 3 Honda snowblowers, a high lift and a flatbed trailer. 6. There is 1 owned administrative-maintenance facility with a total of 5 separate buildings on the property, 1 leased property containing Downtown Connection Center Office building, and 1 leased property containing a concrete slabbed CDL Instruction Course.

Additional underwriting data is available upon written request. Please submit inquiries to purchasing@mountainline.az.gov, Attn: Heather Higgins, Purchasing and Contracts Specialist.

IV. Scope of Services

The scope of services which Mountain Line desires from its broker includes the following:

1. Placing insurance coverages and making recommendations regarding placements.
2. Submitting a marketing report.
3. Servicing the insurance policies in place (i.e. issuing certificates of insurance, checking policy wording and accuracy, answering coverage questions.)
4. Resource for questions regarding transference of risk.
5. Attending meetings with Workforce Director, CEO and General Manager, Board of Directors, or others to discuss Mountain Line's insurance program.

6. Assisting with loss adjustment concerns or trends.
7. Assisting Mountain Line to determine its probable maximum fire loss at its primary operational locations.
8. Assisting management in analyzing loss exposures.
9. Assisting with preparation of insurance applications.
10. Preparation of an annual report describing coverage/exposure premium costs with recommended strategies for cost-containment without sacrificing coverage.
11. Providing information to the Workforce Director for use in preparation of the annual budget.
12. The length of the contract for broker services shall be one (1) year with four (4) automatic annual renewals if both parties so desire.
13. Mountain Line has the right to terminate this Contract for cause or convenience or to terminate any portion of the services which have not been performed by the Consultant.
14. Using a team approach to assist Workforce Director with the safety program, loss control, surveys and risk analysis.
15. Issuing notary bonds as needed.
16. Assistance with claims handling and working with Mountain Line in proving a difficult claim with insurers.

SECTION VI – RESPONSE CONTENTS

- 1. Required Response Contents in addition to Attachments:** The Response shall include:
 - A. A transmittal/cover letter (not included in page count) that introduces the Firm, confirms that all elements of the RFP have been read and understood, and summarizes your interest in the work. The transmittal letter shall be one-page maximum and signed by an individual authorized to bind the Firm contractually. Acknowledgement that the firm is agreeable to engaging with Mountain Line and has read and accepted the contractual language indicated in Mountain Line professional consultant agreement.
 - B. Executive Summary (included in page count of 18 pages) providing a summary illustrating the team's capabilities, experience with similar projects, qualifications, and unique attributes.
 - C. Relevant Experience and Performance (included in page count). Provide no more than five (5) examples of similar projects for transit systems of similar size and scope completed in the last five years. For each comparable project identified, provide:
 1. Description of project including, but not limited to unique aspects/learnings/creative outcomes and relevance to Mountain Line Project
 2. Project duration
 3. Role of the Respondent and Deliverables

4. Respondent's partnering efforts and successes
 5. Owner's reference information (name, title, telephone number and email)
- D. Project Team: Qualifications and experience of the individuals directly involved with the project.
1. Provide an overview of the team (included in page count) that includes:
 - a. A general description of the Respondent and/ or Team, including the Legal Organization of the proposed team.
 - b. Summaries of the key skills and contributions of each team member to this work. Explain the role of all anticipated professional disciplines that you will require during the duration of this project.
 - c. Home office locations of key staff, length of time with Respondent.
 - d. A description of how the Respondent will ensure that a qualified team would be continuously available and managed for the duration of this project.
 - e. Documentation of where individuals on the proposed project team for this project have successfully worked together previously in completing the projects described in the Relevant Experience section.
 2. Provide an organization chart, including any consultants one (1) page (included in page count)
 3. Provide key staff one (1) page resumes (not included in page count)
 4. Identify any contract or subcontract held by the Respondent or officers of the Respondent, which has been terminated within the last five years. Identify any claims arising from a contract resulting in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.
- E. Project Approach (included in page count).
1. Describe:
 - a. The Team's philosophy and approach to the project
 - b. How the team will approach this initiative
 - c. Any significant challenges the Team would anticipate in delivery of this project
 - d. Any innovation or best practices that could be implemented to improve the deliverables or approach for Mountain Line in the future
 - e. The Team's competitive advantages and why they would be the best team to partner with Mountain Line on this high priority project
 2. Provide a high-level work plan that shows inputs/outputs, milestones, method of documentation and data reporting, along with a listing of the Respondents' Deliverables.

F. Index tabs may contain photographs if there is no other identifying information contained thereon with respect to the photographs. If any photographs are included and identifiable as to their respective project the index tabs will be counted as a page and included in the page count.

2. **Other Forms/Attachments:** All other forms and attachments provided are for reference only and do not need to be included in the Response.

SECTION VII – EVALUATION

1. **Most Advantageous to Mountain Line:** Pursuant to Mountain Line Purchasing Policy, evaluation of Responses and award of the Contract will be made with reasonable promptness to the Respondent whose Response best conforms to the Scope of Services and will be most advantageous to Mountain Line with respect to price, qualifications, conformity to Scope of Services and other factors.

2. **Mandatory Compliance:** This is a compliance section and carries no evaluation points. Respondents must meet minimum criteria as specified to receive further consideration.

A. Professional Standing

- 1) The Arizona Corporation Commission shall properly have certified the Respondent for corporation and limited liability companies.
- 2) The lead professional must be properly registered, licensed and certified at the time of submission, if required.
- 3) The Respondent must have been in continuous business for a minimum of five years.

B. Financial Stability

1. Respondents must demonstrate the availability of resources and financial capability required to complete the Services.
2. Copies of audited financial statements are not required with the Submittal. Prior to the final selection, Mountain Line reserves the right to require a Respondent to provide a copy of the Respondent’s financial statements for the previous two fiscal years.
3. Mountain Line reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Respondent submitting a Response.

3. **Evaluation Criteria for Responses and Scoring:** This is an evaluation section which establishes criteria and the associated total potential points for each category.

Max points * Quality Level = Score

Evaluation Factors	Max Points	Quality Level	Score
Project approach	30		
Meets all requirements of the scope	40		

Price	20		
Past Performance Survey (3 minimum)	10		
TOTAL POSSIBLE			100

Quality Level will be based on the following scoring method:

Quality Level	Points	Description
Excellent	100%	Meets all requirements.
Good	75%	Meets all requirements; strengths and weaknesses, if any, tend to offset one another equally.
Fair	50%	Does not meet all requirements; strengths and weaknesses do not offset one another equally.
Poor	25%	Serious doubt exists about ability to meet needs but may be sufficient; significant weaknesses without offsetting strengths.
Deficient	0	Will not meet minimum needs.

4. Response Evaluation Process:

- A. Selection Committee: An appropriately qualified Selection Committee shall evaluate the responses and performance data that are submitted in response to the RFP for the proposed contract.
- 1) The Selection Committee will evaluate the Responses submitted in response to this RFP. The evaluation will be to determine the qualifications of each Respondent to perform the Services under this RFP based on the selection criteria listed herein.
 - 2) In making its determination, the Selection Committee will evaluate the Response, client references, interviews (for Respondents on the short-list only), and additional information received or obtained by the Selection Committee. The Committee may request or obtain additional information at any time during the selection process through interviews, presentations, correspondence, and visitation of completed projects or otherwise.
 - 3) During the selection process, Mountain Line will evaluate each Response to determine which Respondent (if any) is best qualified to perform the required Services and can provide the experience specified in this RFP.
- B. Short List: In order of preference, based on criteria established by the Selection Committee and included in the RFP, a short list of no more than three (3) Respondents deemed to be the most qualified to provide the Services by the Selection Committee will be established. Notwithstanding the presumptive limit of three (3) Respondents on the short list, in the event that the scores for more than three of the highest scoring Responses are within ten percent (10%) of one another, the short list will be comprised of all such Respondents.

- C. Team Oral Presentation/Interview: The Selection Committee will interview each Respondent on the short list so that they may present their credentials, comparable past work, and any ideas they wish to share with the Selection Committee.
- 1) A letter invitation will be sent via email to each interviewed Respondent with the specific evaluation and scoring criteria along with the time, date and location of the interview; Respondents who are invited to attend the interview will not be given access to the conference room prior to the interview.
 - 2) The order in which the Respondents appear before the Selection Committee will be determined by lottery.
 - 3) The team will have thirty (30) minutes to present to the Selection Committee their firm's qualifications. The roundtable discussion will last sixty (60) minutes for questions and discussion between the Committee and the Respondent. It is the responsibility of the Selection Committee to develop an agenda for this part of the interview. The time limits will be strictly enforced.
 - 4) No more than six (6) representatives of the Respondent's team may be present (this includes presentation operators if needed). The prospective key personnel for the Project must be present. Only the individuals proposed for the project team are allowed. Individuals other than the project team will not be allowed in the interviews; absolutely no exceptions.
- D. Shortlisted Respondents Evaluation: The Evaluation Committee will evaluate finalist Respondents after the oral presentations/interviews based on the criteria described below. Mountain Line reserves the right to request additional information from Respondents prior to final selection, and to consider information about the Respondents other than that submitted in the Response.
- 1) Finalist Respondents Team Interview (Maximum 40 Points): Mountain Line may provide interview questions in advance to Respondents. Mountain Line's Selection Committee will evaluate interviews based on the team's responses to questions, ability to effectively communicate, and the Committee's assessment of the team's ability to work successfully with each other and Mountain Line staff. Mountain Line may also ask Respondents to submit written responses to some questions in advance of the interviews.
 - 2) Strategic Fit (Maximum 60 Points): Mountain Line will evaluate proposed solutions based on overall best fit with Mountain Line goals and objectives. The Committee will consider solution simplicity, overall alignment with the requirements set forth in the RFP, as well as compliance with contract terms and conditions and any and all additional findings from Mountain Line's due diligence process.
- E. Ranking: After the interviews the Selection Committee will select the three (3) Respondents deemed to be the most qualified to provide the Services stated herein and will rank the three (3) selected Respondents in order of preference.
- F. Negotiation: Mountain Line shall enter into negotiations for a contract with the highest qualified Respondent on the short list for the Services. The negotiations shall include consideration of compensation and other contract terms that Mountain Line determines to be fair and reasonable. In making this decision, Mountain Line shall take into account the estimated value, the scope, the complexity, and the nature of the Services to be rendered.
- 1) If negotiations are successful, Mountain Line will request approval from Mountain Line Board of Directors to execute Mountain Line's standard contract for the Services.

- 2) If Mountain Line is unable to negotiate a satisfactory agreement with the highest-ranked Respondent, at a price and with terms which Mountain Line determines to be fair and reasonable, negotiations with that Respondent will be formally terminated.
- 3) Mountain Line may then undertake negotiations with the next highest-ranked Respondent in sequence until an agreement is reached or determine to reject all Submittals and re-solicit the RFP or use another selection process that Mountain Line deems prudent.

Respondents that are unable to accommodate Mountain Line regarding acceptable fees and/or costs will not be allowed an opportunity to resubmit fees and/or costs once they have been released from negotiations.

5. Notice of Intent to Award: The next step will be for Mountain Line to issue a Notice of Intent to Award, and if applicable notices of the intent not to award at all or to some Respondents. Mountain Line reserves the right to cancel this RFP, to reject any or all Responses, and to waive or decline to waive any irregularities in any submitted Responses, or to withhold the award for any reason it may determine in the best interest of Mountain Line.

6. Delivery of Insurance Policies or Certificates and Execution of Contract Documents: Within ten (10) days of receipt of notice of intent to award, the successful Respondent shall deliver to Mountain Line the required insurance policies or certificates in a form satisfactory to Mountain Line. Policies or Certificates must reference Mountain Line Project Number and Mountain Line Project Name with the original submission and with each and every updated submission thereafter. Failure to do so may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award. Promptly after Mountain Line receives satisfactory insurance policies or certificates Mountain Line will deliver to the successful Respondent two (2) duplicated originals of the form of contract documents to be executed by the successful Respondent. The successful Respondent shall execute and return to Mountain Line System all copies of the contract documents within ten (10) days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Respondent's Response and withdrawal of the Notice of Intent to Award.

7. Changes in Respondent Organization: In order for a Respondent to remain qualified for award under this RFP after it has been shortlisted, unless otherwise approved in writing by Mountain Line, the Respondent's organization as identified in its Response must remain intact for the duration of the procurement process. If a Respondent wishes to make changes in the Respondent Team Members or Key Personnel identified in its Response, including, without limitation, additions, deletions, reorganizations and/or role changes, the Respondent shall submit to Mountain Line a written request for approval of the change. Any such request shall be addressed to Mountain Line' designated point-of-contact for this RFP. If a request is made from a Respondent to allow the deletion or role change of any Respondent Team Member or Key Personnel identified in its Response, the Respondent shall submit such information as may be required by Mountain Line to demonstrate that the changed Team Member meets the RFP criteria. Mountain Line is under no obligation to approve such requests and may approve or disapprove an entire request, or any portion of a request, in its sole discretion.

SECTION VII: AWARD

This is a one-step competition. The successful Respondent, if any, will be selected and recommended by the Selection Committee to the appropriate Mountain Line Officer and/or Mountain Line Board of Directors for Award. Any Contract resulting from this RFP will be awarded consistent with the appropriate Mountain Line authority as approved by the Board of Directors, Mountain Line's Purchasing Policy and requirements, and applicable statutes. No contract shall exist until the final written Contract is properly and formally approved for Award and fully executed by the Respondent and the properly authorized Mountain Line signatory.