



To: Rene Alvarez, Senior Vice President of Hotaling Insurance Services

From: Miriam Soler Ramos, City Attorney for the City of Coral Gables

RE: Legal Opinion Regarding RFP 2019-041 Risk Management & Insurance Brokerage Services

Date: March 3, 2020

It is well established that a board member may enter into a contract with the City so long as the contract is not subject to the “regulation, oversight, management, policy-setting, or quasi-judicial authority” of the board on which the individual sits. (*See* CAO 2016-095 and CAO 2019-022).

Pursuant to Sec. 46-98 of the City Code, the City’s retirement board has a number of enumerated powers which include the following, as summarized:

- (1) To determine all facts to determine a participant’s amount of benefit.
- (2) To make rules for the administration of the system.
- (3) To construe all terms of the system which shall be binding on all parties.
- (4) To correct any defect that may appear in the system.
- (5) To engage consultants, actuaries, accountants, attorneys, investment managers and other agents and employees, in accordance with applicable code sections, for the purpose of administering the system.
- (6) To compensate those individuals in accordance with applicable code sections, unless they are compensated by the City.
- (7) Resolve questions relating to the administration of the system when differences arise between the parties.
- (8) To authorize the trustee to pay from the trust fund all expenses incurred in the administration of the system.
- (9) To use any gift, grant, or bequest for the purpose designated by the grantor and, if no such purpose is designated, for the purpose of reducing the costs of the city.
- (10) To require information that is necessary for the operation of the system.
- (11) To cause an investigation by an actuary every five years; make recommendations based on those findings; cause annual investigations by an actuary of the liabilities and reserves of the system and required contribution by the city.
- (12) To cause an annual audit of the system by an independent certified public accountant.

In addition, the board has powers, as it may reasonably determine, to perform its duties under the system.

Therefore, the Retirement Board has no authority over the City's Risk Management and Insurance Brokerage Services Contract. Accordingly, your firm may submit a bid for the attached RFP.

This opinion is issued pursuant to Sec. 2-252(e)(1) and (8) and Sec. 2-300 of the City Code.

Paulk, Enga

From: Ramos, Miriam
Sent: Tuesday, March 3, 2020 3:20 PM
To: Paulk, Enga
Cc: Suarez, Cristina
Subject: FW: RFP 2019-041 Risk Management & Insurance Brokerage Services
Attachments: RFP 2019-041 Risk Management & Insurance Brokerage Services.pdf

Enga, please publish.

Miriam Soler Ramos, Esq., B.C.S.

City Attorney

*Board Certified by the Florida Bar in
City, County, and Local Government Law*

City of Coral Gables

405 Biltmore Way, 2nd Floor

Coral Gables, FL 33134

(305) 460-5084 direct dial



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From: Ramos, Miriam
Sent: Tuesday, March 3, 2020 3:20 PM
To: 'Rene Alvarez' <ralvarez@hgfin.net>
Subject: RE: RFP 2019-041 Risk Management & Insurance Brokerage Services

Mr. Alvarez,

It is well established that a board member may enter into a contract with the City so long as the contract is not subject to the “regulation, oversight, management, policy-setting, or quasi-judicial authority” of the board on which the individual sits. (See CAO 2016-095 and CAO 2019-022).

Pursuant to Sec. 46-98 of the City Code, the City's retirement board has a number of enumerated powers which include the following, as summarized:

- (1) To determine all facts to determine a participant's amount of benefit.
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- (3) To construe all terms of the system which shall be binding on all parties.
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- (8) To authorize the trustee to pay from the trust fund all expenses incurred in the administration of the system.
- (9) To use any gift, grant, or bequest for the purpose designated by the grantor and, if no such purpose is designated, for the purpose of reducing the costs of the city.
- (10) To require information that is necessary for the operation of the system.
- (11) To cause an investigation by an actuary every five years; make recommendations based on those findings; cause annual investigations by an actuary of the liabilities and reserves of the system and required contribution by the city.
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In addition, the board has powers, as it may reasonably determine, to perform its duties under the system.

Therefore, the Retirement Board has no authority over the City's Risk Management and Insurance Brokerage Services Contract. Accordingly, your firm may submit a bid for the attached RFP.

This opinion is issued pursuant to Sec. 2-252(e)(1) and (8) and Sec. 2-300 of the City Code.

Sincerely,

Miriam Soler Ramos, Esq., B.C.S.

City Attorney

*Board Certified by the Florida Bar in
City, County, and Local Government Law*

City of Coral Gables
405 Biltmore Way, 2nd Floor
Coral Gables, FL 33134
(305) 460-5084 direct dial



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From: Rene Alvarez <ralvarez@hgfin.net>
Sent: Friday, February 28, 2020 5:55 PM
To: City Attorney <cityattorney@coralgables.com>
Subject: RFP 2019-041 Risk Management & Insurance Brokerage Services

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon City Attorney Miriam Soler Ramos:

Hope all is well.

As per our conversation, Vice Mayor Lago has asked me to please obtain from the City of Coral Gables’ attorney, an interpretation regarding conflict of interest from my firm’s bid for the current open RFP-Risk Management & Insurance Brokerage Services RFP 2019-041 and my board appointment to the Coral Gables Retirement Pension Board.

Currently I am with the Insurance firm of Hotaling Insurance Services and appointed with the Florida Municipal Insurance Trust- whom will be proposing for the city’s insurance program if awarded the current bid.


At your convenience, could you please provide clarification and confirm there is no conflict of interest with my board appointment and providing a proposal for the upcoming bid?

Thank you and have a great weekend.



RENE ALVAREZ, SR.

Senior Vice President

 ralvarez@hgfin.net

 O | 305-393-8981

 C | 786 773 3851

HOTALING INSURANCE SERVICES

 2103 Coral Way | Suite 603 | Miami | FL 33145

125 Park Avenue | Suite 1607 | New York | NY 10017

www.hg-insuranceservices.com



CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134



REQUEST FOR PROPOSALS
RFP 2019-041

Risk Management & Insurance Brokerage Services

Submittal Deadline / RFP Opening: 2:00 p.m. Wednesday, March 11, 2020



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5102, Fax: 305-261-1601

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department / Procurement Division
 Tel: 305-460-5102 / Fax: 305-261-1601

PROPOSER'S ACKNOWLEDGEMENT

<p>RFP Title: Risk Management & Insurance Brokerage Services</p> <hr/> <p>RFP No. 2019-041</p> <p>A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Electronic response submittals must be received prior to 2:00 p.m., Wednesday, March 11, 2020, via PublicPurchase; and are to remain valid for 120 calendar days. Submittals received after the specified date and time will not be opened.</p> <p>Contact: Letrice Y. Smith, MBA Title: Procurement Specialist Telephone: 305-460-5121 Facsimile: 305-261-1601 Email: lsmith@coralgables.com / contracts@coralgables.com</p>
--	--

Proposer Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Fax No.:
Bid Bond / Security Bond (if applicable) _____%	Email:

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFP FORMS MUST BE COMPLETED, SIGNED AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW. ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

Na

_____ *Authorized Name and Signature*

_____ *Title*

_____ *Date*

CORAL GABLES LOCAL PREFERENCE ACKNOWLEDGEMENT. (Check the box if you are asserting you qualify. A valid Coral Gables business tax receipt must be submitted as proof of qualification.) Please refer to Ordinance 2009-53, § 2, 11-17-2009/Procurement Code Sec. 2-777

CITY OF CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Request for Proposals (RFP) No. 2019-041

The City of Coral Gables is soliciting proposals for Risk Management & Insurance Brokerage Services from a qualified and experienced professional firm ("Proposer"), readily available to provide the services outlined in this solicitation.

The Request for Proposals (RFP) may be downloaded by visiting PublicPurchase (www.publicpurchase.com). Prospective Proposers must register with PublicPurchase, free-of-charge, in order to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: <https://www.coralgables.com/departments/Procurement/supplier-services>.

Any prospective proposer who has received this solicitation by any means other than through PublicPurchase must register immediately with PublicPurchase to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

EFFECTIVE NOVEMBER 1, 2019, ALL SOLICITATIONS WILL REQUIRE RESPONSES TO BE SUBMITTED ELECTRONICALLY THROUGH PUBLICPURCHASE. THIS INCLUDES RESPONSES TO INVITATION FOR BIDS (IFBs); REQUESTS FOR PROPOSALS (RFPs); REQUESTS FOR QUALIFICATIONS (RFQs); and ANY OTHER FORMAL SOLICITATION.

A user guide detailing how to respond electronically to solicitations can be found by visiting the Procurement Division Supplier Services website under <https://www.coralgables.com/supplier-services>.

A **non-mandatory pre-proposal conference** will be held at the Procurement Division Conference Room located at 2800 S.W. 72 Avenue, Miami, Florida, 33155, on **Thursday, February 20, 2020 at 10:00 a.m.** Attendance is encouraged and recommended as a source of information but is not mandatory.

Any request for additional information or clarification must be submitted via email to PublicPurchase no later than Thursday, February 27, 2020 at 4:00 PM. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

Electronic Response submittals for RFP No. 2019-041 will be received until 2:00 p.m., Wednesday, March 11, 2020 via PublicPurchase

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

Anticipated Schedule of Events:

RFP Advertisement	Thursday, February 13, 2020
Non-Mandatory Pre-Proposal Conference	10:00 a.m., Thursday, February 20, 2020
Deadline for Questions	4:00 p.m., Thursday, February 27, 2020
Proposals Submittal Deadline / Proposal Opening	2:00 p.m., Wednesday March 11, 2020

Award of this solicitation will be made to the highest ranked responsive and responsible proposer, based on the criteria outlined in this solicitation, within a reasonable time after opening of proposals. However, the City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities at any time during the RFP solicitation process.

PRICING MUST BE FIRM FOR ONE-HUNDRED AND TWENTY (120) DAYS.

This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Procurement Code (City Code Chapter 2 Article VIII).

- Cone of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Plastic Straws and Stirrers – Sec. 2-731
- Buy American – Sec. 2-699
- Sustainability (Green) Sec. 2-697
- Local Preference – Sec. 2-696 (considered on a case by case basis)

Conflict of Interest and Code of Ethics

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Procurement Officer

CONE OF SILENCE

Request for Proposals (RFP) No. 2019-041

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular request for proposals (RFP), request for qualifications (RFQ), invitation for bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) at such time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

SOLICITATION SUBMISSION CHECKLIST

Request for Proposals (RFP) No. 2019-041

COMPANY NAME: (Please Print): _____
Phone: _____ Email: _____

A **SEPARATE** response package numbered by page must be submitted **ELECTRONICALLY** via **PUBLICPURCHASE**. Please provide the **PAGE NUMBER** of your separate solicitation response (**PLEASE DO NOT SUBMIT A COPY OF THE ORIGINAL SOLICITATION**) in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

- 1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. PAGE _____
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. PAGE _____
- 3) Fill out, sign, and submit the Proposer's Acknowledgement Form. PAGE _____
- 4) Fill out and submit the Solicitation Submission Check List. PAGE _____
- 5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through I. PAGE _____
- 6) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE _____

SUBMITTAL - SECTION II: PROPOSER EXPERIENCE AND QUALIFICATIONS & TEAM

(i) FOR PROPOSER:

- 1) Provide an Executive Summary. PAGE _____
- 2) Provide a complete history and description of your company. PAGE _____
- 3) Provide a list of the individuals who will be assigned to the broker service engagement with the City. PAGE _____
- 4) Provide a complete list of private and public entities of similar size to the City for which your proposed Team Leader currently and in the past has provided broker services. PAGE _____
- 5) Describe the Proposer's relevant experience, during the past five (5) years, in providing similar scope of services to private and public entities of similar size to the City. PAGE _____
- 6) Describe the firm's experience designing various types of nontraditional and alternative risk financing programs. PAGE _____
- 7) Market Presence – Provide a list of insurance companies that your firm anticipates would (or may) be utilized on behalf of the City of Coral Gables for each line of insurance you intend to broker. PAGE _____

(ii) FOR KEY PERSONNEL:

- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel. PAGE _____

SUBMITTAL - SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

- 1) Describe in detail, your approach to perform the services solicited herein. PAGE _____
- 2) Provide a detailed list of your firm's most recent, current and projected workload. Explain how this potential contract will fit into the Proposer's workload. PAGE _____
- 3) Present a plan to accomplish the work for the coming year showing tasks, subtasks, milestones and decision points. Use graphs and charts when necessary. PAGE _____
- 4) Describe your service capabilities both locally and across the United States. Specifically identify your local servicing capabilities in the area of claims and risk management information systems. PAGE _____

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

- 1) Provide a minimum of three (3) references (but no more than five (5) from private or public entities of similar size to the City. **PAGE** _____
- 2) List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. PAGE _____
- 3) Provide a list with contact information of private and public entities of similar size to the City, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. PAGE. _____

SUBMITTAL – SECTION V: PRICE PROPOSAL

- 1) Provide pricing utilizing the Price Proposal form under Section 8. PAGE _____

-- NOTICE --

BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:

1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).
2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP and ensure you have submitted a response package. **DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.**
3. Prepare and submit ELECTRONIC BID via Public Purchase.
4. Make sure your Response is submitted prior to the submittal deadline. **Late bids will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

SECTION 1

Request for Proposals (RFP) No. 2019-041

1.0: INTRODUCTION TO REQUEST FOR PROPOSAL

1.1. Invitation

Thank you for your interest in this Request for Proposals (“RFP”). The City of Coral Gables (the “City”), through its Procurement Division invites responses (“Proposals” / “Responses”) from Firms (“Proposers”) which offer to provide the services described in Section 2.0 “Scope of Work”.

Throughout this RFP, the terms “must”, “shall”, and “will” denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

1.2. Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the “Successful Proposer(s)”) shall be required to execute a Contract or a Professional Services Agreement (“Agreement” / “Contract”) with the City in substantially the same form as the Agreement included as part of this RFP, if applicable.

The term(s) of the Agreement shall be for an initial period of Three (3) years with the option to renew for Two (2) additional Two (2) year periods.

The City shall have the right to terminate this contract pursuant to Section 1.15 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

B. CONTRACT EXTENSION

The City reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the contract period and will notify the contractor in writing of the extension.

1.3. Additional Information or Clarification

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of the RFP, the Proposer may request clarification at the pre-proposal conference or by WRITTEN REQUEST via e-mail to PublicPurchase (www.publicpurchase.com) prior to the Deadline for Written Questions. Proposer is responsible for downloading and bringing a copy of the RFP for the pre-proposal conference as copies will not be provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** which shall be released through PublicPurchase. Proposers must register via PublicPurchase to ensure receipt of any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification

will be made. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Proposer's should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

1.4. Method of Award

Award of this project will be made highest ranked responsive and responsible proposer, based on the criteria outlined in this solicitation. The City in it's sole discretion will determine if it is in the best interest of the City to move forward with the award.

1.5 Award of an Agreement

Agreements may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to one or more Proposer deemed the most responsible, responsive Proposer, meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Proposer shall not be permitted rate increases as a result of an artificial low price Proposal submitted in anticipation of requesting rate increases from the City after the contract award than otherwise provided in the contract. Non-performance shall result in cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

1.6 Agreement Execution

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the Successful Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

1.7 Unauthorized Work

Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City.

1.8 Changes/Alterations

Proposers may change or withdraw a Response at any time **prior to** the Response Submittal Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFP. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submittal date.

1.9 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the RFP. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.10 Disqualifications

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

1.11 Proposer Expenditures

Proposer understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposers if an Agreement is awarded.

1.12 Financial Stability and Strength

The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Proposer's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Proposers **may** be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the proposal submittal is from a joint venture, each Proposer involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant.

Any Proposer may be declared non-responsive who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law, or any state insolvency.

1.13 Contract Termination

The City, by written notice, may terminate in whole or part any Contract resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Proposer, terminate the Agreement if the Successful Proposer has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate the Agreement for convenience at any time by providing thirty (30) days written notice to the Successful Proposer. In the event the Successful Proposer is found to be in default, the Successful Proposer will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 Contract Administrator

The City's Labor Relation & Risk Management Department shall be responsible for administering the Agreement, monitoring, and evaluating the service. The Successful Proposer will report to the City's authorized representative.

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SECTION 2

Request for Proposals (RFP) No. 2019-041

2.0 SCOPE OF SERVICES/WORK

2.1 GENERAL INFORMATION

The City of Coral Gables, Florida (the "City"), is soliciting proposals to obtain Risk Management Services and to ultimately appoint a Broker/Agent of Record for various lines of insurance coverage.

The selected Insurance Broker/Agent will be responsible for procuring insurance policies (net of commission) and to provide risk management related services for the City's next insurance renewal period which starts May 1, 2021.

This RFP process will consist of interested proposers submitting their qualifications along with a proposed annual flat fee based on the requirements of this RFP.

All commissions (regular, contingent, or any other form of compensation) that are generated by the placement of insurance policies for the City of Coral Gables must be fully disclosed to the City. This includes commissions (regular, contingent, or any other form of compensation) generated by any intermediary, wholesale broker, etc. To the extent Proposer or any intermediary, wholesale broker, etc. is deemed to have received commissions that are either in excess of stated maximums or to which they were not entitled to receive, such amounts shall be credited to the City and against the amounts owed to the Proposer. It is important to note that the City utilizes the services of a Third Party Administrator (TPA) to adjust all claims and those services are not contemplated within this RFP.

During this RFP process, Broker(s)/Agent(s) and/or their intermediaries are not permitted to make contact with any insurance company on behalf of the City of Coral Gables. If an insurance Broker/Agent and/or their intermediary contacts any insurance company to specifically discuss the City of Coral Gables bid during this RFP process without the prior written authorization of the City's Labor Relations and Risk Management Department, the proposal for that Broker/Agent may be thrown out and the offending entity can be suspended and/or barred from participating in this process.

The City reserves the right to add or remove policies from the policy grouping lists if the City determines it will be in the best interest of the City.

2.2 GOVERNMENT & COMMUNITY PROFILE

Coral Gables is a Municipality located within Miami-Dade County, Florida.

Type of Government: City Commission / Manager

Year Incorporated: 1925

2018-2019 Fiscal City Budget: \$226,588,971

Estimated # of full-time employees: 821

The resident population of the City is approximately 52,000 Coral Gables is known for top-rated municipal services, fine residential areas, historic landmarks, and a high quality of life. It has also emerged as the Corporate Capital of the Americas, with more than 175 multinational corporations positioning Coral Gables as their Latin American headquarters.

Coral Gables also boasts an accredited (CALEA) police department; and is one of only a few cities that have both, a Class One (1) Building & Zoning Department and a Class One (1) accredited Fire Department. In

addition, Coral Gables has been named a Tree City USA for 24 consecutive years by the National Arbor Foundation. It was also the first municipality ever to receive the National Emergency Management Award, in 1993. The City oversees a historic preservation program to preserve structures, sites, objects and districts within the City which reflect architectural, historical and/or cultural significance. A Historic Preservation Ordinance was adopted in 1973 in response to the community's growing concern for protecting its irreplaceable historic resources. In addition, some of the City owned buildings are listed on the National Historic Landmark Registry.

2.3 CURRENT INSURANCE POLICIES

The City's current property and casualty insurance program for the May 1, 2019 to April 30, 2020 policy year include the following policies and coverages:

- 1) Primary Property (All Risk, includes \$50 million of named windstorm) includes sub-limits for Flood Coverage. Named Storm Deductible is 5% per unit of Insurance [\$250,000 minimum/\$7,500,000 maximum], AOP Deductible is \$50,000.
- 2) Excess Property (All Risk, follow form, excludes named windstorm, provides coverage for full TIV limits, TIV as of May 1, 2019 equals \$242,485,035)
- 3) Flood – 10 locations
- 4) Crime - \$5,000,000 limit, \$50,000 Deductible
- 5) Statutory AD&D Coverage (Police & Fire)
- 6) Travel Accident (Senior Management)
- 7) Public Officials Bond (Finance Director)
- 8) Public Entity Package (\$350,000 SIR – Auto & General Liability, including Public Officials' Liability and Employment Practices Liability) also includes Excess Workers Compensation coverage (\$500,000 SIR - W/C)
- 9) Excess Liability, follow form, (\$5,000,000 limit)
- 10) Excess Workers Compensation (Excess of \$1,000,000)
- 11) Pollution Liability (\$2,000,000 per incident/\$4,000,000 aggregate limit), includes coverage for underground and above ground storage tanks that contain fuel, oil, lubricants, etc. at various City locations
- 12) Sports Medical (Parks & Recreation Programs & PAL)
- 13) Sports Liability (Parks & Recreation Programs & PAL)
- 14) Cyber Risk Liability - \$5,000,000 limit
- 15) Active Assailant Liability - \$1,000,000 limit
- 16) Terrorism Liability – \$25 million limit
- 17) Terrorism Property – TIV limit
- 18) Equipment Breakdown/Boiler & Machinery - \$250,000,000 Limit
- 19) Electronic Data Equipment - \$16,163,341 limit
- 20) Fine Arts - \$3,500,000 limit

2.4 SCOPE OF SERVICES

The scope of services in this solicitation will include, but is not limited to the following services:

INSURANCE PLACEMENT AND MANAGEMENT SERVICES

1. Represent City in negotiations with insurers, underwriters and other parties with regards to the insurance program.
2. Prepare specifications and underwriting data to submit to insurance markets for the purpose of obtaining insurance quotations upon the request of the City's Labor Relations & Risk Management Department.
3. Assure that insurance policies are placed with insurers that are acceptable to the City, and obtain written quote or denial letters from insurance companies contacted, along with their submitted responses
4. Provide assistance to the City's Labor Relations & Risk Management Department to design and implement a risk management and insurance program that will protect the City to the fullest extent possible at the lowest cost. This includes advising the City of any new and evolving insurance coverages/policies that are available in the marketplace that could apply to the City's operations.
5. Prepare reports to the City's Labor Relations & Risk Management Department regarding the current conditions of the insurance market that may affect the City's policies.
6. Provide to the City, at no additional cost, on an annual basis, copies of computer catastrophe modeling studies to be used in the marketing of the property insurance program.
7. Present to the City a side by side comprehensive analysis of the proposals obtained with recommendations for the selection of one proposal for the particular risk to be covered.
8. Accompany or represent the City in negotiations with insurers, underwriters, insurance regulatory authorities, and other parties when requested.
9. Serve as a resource for information on coverage issues, policy interpretation, claims issues, potential exposures and other issues.
10. Assist with risk related issues in contractual agreements, including verification that the City is requiring adequate insurance from City contractors and vendors, and to make sure the City's insurance program is in compliance with any contractual requirements to which the City may be subject.
11. Review all insurance policies, binders and invoices received for policies purchased by the City to assure their accuracy and appropriateness. Resolve all errors and coverage issues in such policies, binders and invoices.
12. Submit originals of policies and endorsements to the City no later than one (1) month from the effective date of the policy.
13. Service existing insurance policies as necessary. This includes but is not limited to, issuing certificates of insurance to provide evidence of coverage, promptly making policy changes, and obtaining endorsements.
14. Assist the City when requested, to report claims to the insurance carrier and monitor the handling and disposition of the claim to assure the City's policy rights are protected.
15. Provide an annual report summarizing all insurance coverages that are in place, anticipated market conditions, recommendations and strategies.
16. Ensure the availability of qualified personnel for consultations and conferences with City officials, counsel and staff, and for public meetings on an as-needed basis.

LOSS CONTROL SERVICES

1. Provide a minimum of twelve (12) days, in person, loss control/safety training per year at no additional charge. Each day of training may include more than one topic and session.
2. Conduct three (3) annual on-site risk assessments at no additional charge.
3. Attend on a quarterly basis claim review meeting for both liability and workers' compensation claims.
4. Accompany insurer's representatives as they make site inspections. Review and comment on insurer loss control activities and recommendations.
5. Provide information concerning new exposures, regulatory requirements and uninsurable risk.

CLAIMS ADVOCACY AND CLAIMS SERVICES

1. Perform periodic analysis of claims reports to spot trends and offer advice as to risk management steps to curb potential future losses.
2. Maintain a database of the City's earned premiums and loss history for the various lines of coverage for use in analyses and insurance marketing.
3. Serve as a Claims Advocate for the City upon request in communications with insurance carriers and the third party administrator.

GENERAL RISK MANAGEMENT

1. Provide a complete review/audit of policies for conformance with specifications and any negotiations conducted with underwriters.
2. Verify accuracy of policy language, coverage, endorsements, exclusions and other terms and conditions consistent with placement, noting variations or changes from previous year.
3. Identify coverage gaps if such exist and provide recommendations.
4. Evaluate appropriateness of alternative financing mechanisms such as partial or self funding, assist in structuring of same including recommendation of retention levels, stop-loss limits, etc.
5. Other usual functions expected of an insurance broker/agent such as, but not limited to, accurately amending policies, providing interpretation of coverage, policy maintenance, binders and certificates, timely delivery of policies and/or binders, providing unbiased recommendations, answering questions and resolving issues.

2.5 ADDITIONAL SERVICES

Identify any additional services, special skills or resources that would be available to the City that is outside the scope of this RFP. Please provide the description of the services and prices (if available) on a separate page that you would propose for services. **(Proposers will not be evaluated on additional services).**

SECTION 3

Request for Proposals (RFP) No. 2019-041

3.0: MINIMUM QUALIFICATION REQUIREMENTS

The following represent the minimum qualification requirements for a Proposer to be deemed responsive by the City, and Proposer shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

(A) PROPOSER SHALL:

- (1) Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the Request for Proposals "**Scope of Services**" for a minimum of five (5) years. Proposer's experience shall be verified through proposers reference provided in the bid response.
- (2) Provide proof of active status or documentation evidencing Bidder is currently seeking active status with the State in which the proposer resides, Division of Corporation.

(B) KEY PERSONNEL:

- (3) A minimum of five (5) years of experience in providing insurance brokerage and risk management services to private or public entities of similar size to the City. Provide references for the Key personnel in the response.
- (4) Maintain a current, Florida 2-20 Property & Casualty Agent's license. Provide a copy of the license.

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SECTION 4

Request for Proposals (RFP) No. 2019-041

4.0: RFP GENERAL CONDITIONS

4.1 Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer(s).

4.2 Legal Requirements

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

4.3 Non-Appropriation of funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may, at its sole option and in its best interest, allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

4.5 Use of Polystyrene Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.6 Use of Single-Use Plastic Beverage Straws and Plastic Stirrers Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec 2-731 of the City of Coral Gables Code, which prohibits the sale or use of single-use plastic beverage straws and single-use plastic stirrers within the city or in completing its duties to the city under this contract.

Single-use plastic beverage straw is defined as a tube, intended for only one-time use that is made predominantly of plastic derived from petroleum or a biologically based polymer, including polymers derived from corn or other plant sources, for transferring a beverage to the mouth of the drinker. Single-use plastic beverage straw include compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Single-use plastic stirrer is defined as a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources. Single-use plastic stirrer includes compostable and biodegradable petroleum or biologically based polymer stirrers and lid plugs (splash sticks), but does not include stirrers that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.7 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.8 Resolution of Protests

Pursuant to Section 2-910 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>. Click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53.

4.9 Determination of Responsiveness

Each Response will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

4.10 Evaluation of Responses

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1) Proposer fails to acknowledge receipt of addenda;
- 2) Proposer misstates or conceals any material fact in the Response;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and/or re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm that is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Proposer shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2) A contract may not be awarded to any person or firm that has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm that has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.
- 4) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of Proposer's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) The City may consider the Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 5) The City may consider whether or not the Proposer has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- 6) The City may consider any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Proposer's capability to perform the work.

4.11 Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

4.12 Sub-Contractor

A Sub-Contractor / Sub-Consultant is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor / Sub-Consultant shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors / Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor / Sub-Consultant to be utilized in the

performance of required services. The City retains the right to accept or reject any Sub-Contractor / Sub-Consultant proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor / Sub-Consultant shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor / Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors / Sub-Consultants are considered to be employees or agents of the City. Failure to list all major Sub-Contractors / Sub-Consultants and provide the required information may disqualify any proposed Sub-Contractor / Sub-Consultant from performing work under this RFP.

Proposer(s) shall include in their Responses the requested Sub-Contractor / Sub-Consultant information and include all relevant information required of the Proposer(s).

4.13 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

4.14 Florida Public Records Law

Sealed bids or proposals received by an agency pursuant to invitations to bid, requests for proposals, or request for qualifications are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute and made available for public inspection at the appropriate time. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

4.15 Trade Secret, Proprietary or Confidential Information

The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that the information in the submittal as protected or confidential, the City may, in its' sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the submittal. Under no circumstances shall the City request the withdrawal of the confidentiality restriction if such decision, solely based on the City's discretion, would offer the Proposer a competitive advantage over other Proposers. The redaction or return of information pursuant to this clause may render a submittal non-responsive.

4.16 Purchasing Agreements with Other Government Agencies:

At the option of the awarded Proposer, the submission of any solicitation response to this Request for Proposals constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced

there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer(s).

4.17 Protection of Property / Safety Concerns:

The Successful Proposer shall at all-time take precautions to avoid any damage or loss property of the City, and shall replace and repair to the City's satisfaction any loss or damage at Proposer's expense. Proposer shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Proposers and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

4.18 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Proposer, upon request by the City, shall supply additional documentation. Proposer may be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.19 Auditing of Records

The successful Proposer's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

4.20 Single Proposal

Only one (1) response from a Proposer will be considered in response to this Formal Solicitation. Submission of more than one Response for the same Contract under the same or different names will deem all such duplicated Responses non-responsive and all shall be rejected.

4.21 Estimated Quantities

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

4.22 Background Screenings

All individuals working for a firm under contract with the City of Coral Gables shall be subject to Level 2 (fingerprint) background screening.

External Contracts – Professional's employees working on the outside (i.e. landscaping, etc.). The successful Bidder will perform level 2 screening, with no reporting requirements to the City.

Internal Contracts – Professional's employees working inside City facilities, in City parks where people congregate, around children, and immediate surrounding areas (i.e. Youth Center, Venetian Pool, temporary hires, etc.). The successful Bidder will perform level 2 screening, and submit the results to Human Resources (HR).

SECTION 5

Request for Proposals (RFP) No. 2019-041

5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

- 5.1** To the fullest extent permitted by Laws and Regulations, the Proposer shall defend, indemnify, and hold harmless the City and its attorneys, administrators, consultants, elected and appointed officials, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Proposer, any sub-contractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, its elected and appointed officials or any of its consultants, attorneys, administrators, agents, or employees by any employee of Proposer, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Proposer or any such sub-contractor or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 5.2** For any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Proposer, and sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Proposer or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

- 5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Proposer will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Proposer will reimburse the City at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the City to pay.
- d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Proposer or any other party, Proposer will reimburse City \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Proposer will reimburse City on a per hour basis as follows:
 - For the Mayor or City Commissioner: \$300.00 per hour
 - For the City Manager: \$250.00 per hour

- For an Assistant City Manager or Department Director: \$250.00 per hour
- For an Assistant Department Director: \$100.00 per hour
- For City Attorney or Assistant City Attorney: Prevailing market rates
- For other employees: \$50.00 per hour

- e. The expenses incurred by City in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

5.4 To the extent applicable, it is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

5.5 The Proposer hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Professional Services Agreement resulting from this RFP, will supersede and take precedence over any such provisions contained within the RFP documents.

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

5.6.2 PROPOSER REQUIREMENTS

The Proposer shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

- 5.6.3.1 **Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

5.6.3.1.1 Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

5.6.3.1.2 Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

5.6.3.2 **Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

5.6.3.2.1 Each Occurrence Limit - \$1,000,000

5.6.3.2.2 Fire Damage Limit (Damage to rented premises) - \$100,000

5.6.3.2.3 Personal & Advertising Injury Limit - \$1,000,000

5.6.3.2.4 General Aggregate Limit - \$2,000,000

5.6.3.2.5 Products & Completed Operations Aggregate Limit - \$2,000,000

5.6.3.3 **Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

5.6.3.3.1 Combined Single Limit (Each Accident) - \$1,000,000

5.6.3.3.2 Any Auto (Symbol 1)

5.6.3.3.3 Hired Autos (Symbol 8)

5.6.3.3.4 Non-Owned Autos (Symbol 9)

5.6.3.4 **Professional Liability Insurance** – with a limit of liability no less than \$2,000,000 per claim and \$3,000,000 in aggregate with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement (as applicable). This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

5.6.3.5 **Cyber Liability Insurance** - with limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate covering claims involving but not limited to: privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, media liability, business interruption, extra expense and network security

5.6.4 **MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):**

5.6.4.1 **Workers Compensation**

The standard form approved by the State of Jurisdiction.

5.6.4.2 **Commercial General Liability**

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

5.6.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

5.6.5 REQUIRED ENDORSEMENTS

5.6.5.1 The following endorsements with City approved language

5.6.5.1.1 Additional insured status provided on a primary & non-contributory basis for general, auto and cyber liability.

5.6.5.1.2 Waiver of Subrogation for all applicable coverages: general, auto, cyber liability and workers compensation

5.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation

is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 100085-CE
DULUTH, GA 30096

5.6.5.2 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.6.1 The following documents must be provided to the City;

5.6.6.1.1 A Certificate of Insurance containing the following information:

5.6.6.1.1.1 Issued to entity contracting with the City

5.6.6.1.1.2 Evidencing the appropriate Coverage

5.6.6.1.1.3 Evidencing the required Limits of Liability required

5.6.6.1.1.4 Evidencing that coverage is currently in force

5.6.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City.

5.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

5.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

5.6.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

5.6.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Proposer not be able to comply with any insurance requirement, for any reason, the Proposer must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Proposers are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com.

Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance
Phone: (951) 652-2883.
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
PO Box 100085 –CE
Duluth, GA 30096

Remainder of Page Intentionally Left Blank

SECTION 6

Request for Proposals (RFP) No. 2019-041

6.0: SUBMISSION REQUIREMENTS

6.1. SUBMITTAL INSTRUCTIONS

Proposers shall submit an Electronic Response, along with all required checklists, forms, and schedules. **The Contract/Agreement is a *draft* for your review; therefore *submittal of this agreement is not required with the Response*.** Responses must be SUBMITTED prior to the time noted for the submittal deadline. Responses received after the submittal deadline will not be accepted.

Electronic Response submittals for IFB No. 2019-041 will be received until 2:00 p.m., Friday, February 7, 2020 via PublicPurchase.

All Responses submitted become the exclusive property of the City of Coral Gables.

The Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Responses. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City. All information submitted in conjunction with any proposal submitted in response to this solicitation can and will be used in the evaluation process.

6.2. RESPONSE FORMAT

RESPONSES SHALL BE ORGANIZED AS INDICATED BELOW AND SHALL ADEQUATELY ADDRESS EACH CRITERIA (**DO NOT SUBMIT A COPY OF THE ORIGINAL SOLICITATION**):

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

- 1) **Title Page:** Show the RFP number and title, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- 2) Provide a **Table of Contents** in accordance with and in the same order as the respective "**Sections**" listed below. Clearly identify the material by section and page number.
- 3) Fill out, sign, and submit the **Proposer's Acknowledgement Form**.
- 4) Fill out and submit the **Solicitation Submission Check List**.
- 5) Fill out, sign, notarize (as applicable), and submit the **Proposer's Affidavit** and **Schedules A through H**.
- 7) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.

SUBMITTAL - SECTION II: PROPOSER EXPERIENCE AND QUALIFICATIONS & TEAM

(i) FOR PROPOSER:

- 1) Provide an Executive Summary (overview not to exceed (4) pages of the entire Proposal describing the major highlights of the proposer).
- 2) Provide a complete history and description of your company, including, but not limited to: Legal name and address of company, number of locations (and address) in the State of Florida, the number of years in business, size, number of employees, list office location where service team will be based out of, head of the office, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs.
- 3) Provide a list of the individuals who will be assigned to the broker service engagement with the City, their specific roles and office location. Include summary resumes of the individuals to reflect their professional qualifications and designations, experience and education and length of service in the present position with your firm and within the insurance industry. Identify the primary contact who will be actively engaged in serving the account and identify the current client workload and prior private or public entity risk management experience of this individual by entity type (i.e., counties, cities, special districts, corporation, other). Provide an organizational chart of all key personnel that will be used. For each key team member, please describe the experience in providing the services solicited herein. Provide the relevant experience of those who will be assigned to the broker service agreement in placing insurance policies and special risk financing coverage as it relates to lowering the City's total cost of risk.
- 4) Provide a complete list of private and public entities of similar size to the City for which your proposed Team Leader currently or in the past have provided broker services. Indicate the dates (length) of service for the listed clients and specify the name, title, addresses and telephone numbers of individuals. The City may contact those clients that you have provided insurance broker services for further information regarding the level and quality of services provided currently and in the past.
- 5) Describe the Proposer's relevant experience, during the past five (5) years, in providing similar scope of services to private or public entities of similar size to the City.
- 6) Market Presence – Provide a list of insurance companies that your firm anticipates would (or may) be utilized on behalf of the City of Coral Gables for each line of insurance you intend to broker.

SUBMITTAL – SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

- 1) Describe in detail, your approach to perform the services solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time and communication with City staff. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.
- 2) Provide a summary of your firm's most recent, current and projected workload. Explain how this potential contract will fit into the Proposer's workload.
- 3) Present a plan to accomplish the work for the coming year showing tasks, subtasks, milestones and decision points. Use graphs and charts when necessary.
- 4) Describe your service capabilities both locally and across the United States. Specifically identify your local servicing capabilities in the area of claims and risk management information systems.

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

- 1) Provide a minimum of three (3) references (but no more than five (5) for which Proposer has performed similar scope of services in the past five (5) years. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of engagement/contract (start and end date), (7) contract amount or average commission amount, (8) services provided, (9) total insured values for property placement, and (10) total payroll of entity. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.**
- 2) List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider “Proposer’s unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City”. As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
 - a. Name of the City Department for which the services are being performed,
 - b. Scope/description of work,
 - c. Awarded value of the contract/current value
 - d. Effective dates and term of the contract
 - e. City project manager’s name and phone number,
 - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
 - g. Results of the project.
- 3) Provide a list with contact information of clients, if any, that have discontinued use of Proposer’s services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.

SUBMITTAL – SECTION V: PRICE PROPOSAL

- 1) Provide pricing utilizing the Price Proposal form under Section 8.

SECTION 7

Request for Proposals (RFP) No. 2019-041

7.0: EVALUATION / SELECTION PROCESS

7.1. Evaluation Procedures

- (a) The Procurement Division shall review all Proposal submissions for responsiveness to the requirements of the RFP. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP. The Procurement Division will also evaluate the Proposers(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables shall be the sole judge in determining Proposer responsiveness.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposer, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department through FDLE and/or other databases. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

7.2. Method of Evaluation / Evaluation Criteria

An Evaluation Committee, appointed by the Procurement Officer or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

In evaluating the submittals received, the Evaluation Committee may review and score the submittals with or without conducting interview sessions or oral presentations. The Evaluation Committee may also establish a short list of no less than three (3) firms (if more than 3 submissions are received) deemed to be the most highly qualified to perform the required services. The short-listed Proposers may be required to be present for interview sessions / oral presentations before the Evaluation Committee.

At the conclusion of the meeting, the Evaluation Committee will score each individual Proposer based on the Evaluation Criteria outlined in Section 7.3. Each member of the committee will add together the criteria points assigned to each Proposer. The Procurement Division will tabulate the scores assigned by each member to develop a Total Aggregate Score for each Proposer. (see example below).

The Procurement Officer will review the Evaluation Committee's recommendation and submit a recommendation to the City Manager and City Commission for review and authorization to proceed with Contract Negotiations.

Proposer	Committee Member 1 (Total Score)	Committee Member 2 (Total Score)	Committee Member 3 (Total Score)	Total Aggregate Score	Final Ranking
Proposer A	75	60	68	203	1
Proposer B	90	48	55	193	2
Proposer C	80	51	36	167	3

7.3 7.3 Evaluation Criteria

Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

Category		Points
a)	Proposer’s Experience & Qualification & Team	30
b)	Proposer’s Approach and Methodology	25
c)	Past Performance and References	15
d)	Cost of Services	30
	Total Points	100

Proposer Evaluation Criteria Breakdown

a) Qualifications and Experience of Firm Total Points: 30

- Provide a complete history and description of your company, including, but not limited to: Legal name and address of company, number of locations(and address) in the State of the Florida, the number of years in business, size, number of employees, list office location where service team will be based out of, head of the office, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City’s needs.
- Provide a list of the individuals who will be assigned to the broker service engagement with the City, their specific roles and office location. Include summary resumes of the individuals to reflect their professional qualifications and designations, experience and education and length of service in the present position with your firm and within the insurance industry. Identify the primary contact who will be actively engaged in serving the account and identify the current client workload and prior private or public entity risk management experience of this individual by entity type (i.e., counties, cities, special districts, corporation, other).). Provide an organizational chart of all key personnel that will be used. For each key team member, please describe the experience in providing the services solicited herein. Provide the relevant experience of those who will be assigned to the broker service agreement in placing insurance policies and special risk financing coverage as it relates to lowering the City’s total cost of risk.
- Provide a complete list of private and public entities of similar size to the City for which your proposed Team Leader currently and in the past has provided broker services. Indicate the dates (length) of service for the listed clients and specify the name, title, addresses and telephone numbers of individuals. The City may contact those clients that you have provided insurance broker services for further information regarding the level and quality of services provided currently and in the past.
- Describe the Proposer’s relevant experience, during the past five (5) years, in providing similar scope of services to private or public entities of similar size to the City.
- Market Presence – Provide a list of insurance companies that your firm anticipates would (or may) be utilized on behalf of the City of Coral Gables for each line of insurance you intend to broker.

b) PROPOSED APPROACH, AND METHODOLOGY Total Points :25

- Describe in detail, your approach to perform the services solicited herein. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time and communication with City staff. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.

- Provide a summary of your firms most recent, current and projected workload. Explain how this potential contract will fit into the Proposer’s workload.
- Present a plan to accomplish the work for the coming year showing tasks, subtasks, milestones and decision points. Use graphs and charts when necessary.
- Describe your service capabilities both locally and across the United States. Specifically identify your local servicing capabilities in the area of claims and risk management information systems.

c) PAST PERFORMANCE AND REFERENCES Total Points: 15

- Provide a minimum of three (3) references (but no more than five (5)) for which Proposer has performed similar scope of services in the past five (5) years. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of engagement/contract (start and end date), (7) contract amount or average commission amount, (8) services provided, (9) total insured values for property placement, and (10) total payroll of entity. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.**
- List all contracts which the Proposer has performed (past and present) for the City of Coral Gables. The City will review all contracts the Proposer has performed for the City in accordance with Section 4.10 Evaluation of Responses (c) (4) which states the City may consider “Proposer’s unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City”. As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
 - a. Name of the City Department for which the services are being performed,
 - b. Scope/description of work,
 - c. Awarded value of the contract/current value
 - d. Effective dates and term of the contract
 - e. City project manager’s name and phone number,
 - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
 - g. Results of the project.
- Provide a list with contact information of clients, if any, that have discontinued use of Proposer’s services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.

d) PRICE PROPOSAL Total Points : 30

- Provide pricing utilizing the Price Proposal form under Section 8.

SECTION 8

Request for Proposal (RFP) No 2019-041

8.0: PROPOSAL PRICING

8.1 PROPOSAL PRICING FORM

Each Proposer shall ensure the Proposal Pricing Form in the following page(s) is completed in full. Pricing submitted in any other format will not be accepted or considered.

All corrections to prices made by the Proposer must be initialed.

Proposer shall provide pricing on all line items listed. Failure to do so may deem proposal non-responsive.

The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured; the City shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

The annual flat fee shall be a firm, fixed cost for all services identified in this RFP. The annual flat fee paid to Proposer is to be the only remuneration accepted by the Proposer for services in relation to this RFP. This annual fee must remain constant throughout the term of the agreement with the City (both initial and any extensions). No escalation clauses are permitted. All commissions (regular, contingent, or any other form of compensation) that are generated by the placement of insurance policies for the City of Coral Gables must be fully disclosed to the City. This includes commissions (regular, contingent, or any other form of compensation) generated by any intermediary, wholesale broker, etc. To the extent Proposer or any intermediary, wholesale broker, etc. is deemed to have received commissions that are either in excess of stated maximums or to which they were not entitled to receive, such amounts shall be credited to the City and against the amounts owed to the Proposer.

Proposer must provide an Intermediary Commission Cap percentage to procure insurance that the City requires.

PROPOSAL PRICING FORM

**RFP 2019-041 RFP 2019-041 Risk Management & Insurance
Brokerage Services**

Flat Annual Fee \$ _____

Intermediary Commission Cap % _____

Authorized Signature: _____

Title: _____

Print/Type Name: _____

Phone _____

E-mail: _____

Fax _____

Firm Name: _____

F.E.I.N. No: _____

Address: _____

City _____ State: _____

SECTION 9

Request for Proposal (RFP) No. 2019-041

9.0: PROPOSER'S AFFIDAVIT INCLUDING SCHEDULES A THROUGH H

9.1: Proposer's Affidavit along with Schedules A through H as follows:

- A - Certificate of Proposer
- B - Non Collusion Affidavit
- C - Drug Free Statement
- D - Proposer's Qualification Statement
- E - Code of Ethics, Conflict of Interest, Code of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda

PROPOSER'S AFFIDAVIT

RFP 2019-041 RISK MANAGEMENT & INSURANCE BROKERAGE SERVICES

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this solicitation and the referenced Schedules A through H shall be relied upon by Owner awarding the contract and such information is warranted by the Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer's ability to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as (*Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response*). Schedules A through H are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – STATEMENT OF CERTIFICATION
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA

This affidavit is to be furnished to the City of Coral Gables with its RFP response. It is to be filled in, executed by the Proposer and notarized. If the response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the response.

Authorized Name and Signature *Title* *Date*

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me the undersigned Notary Public of the State of _____, personally appeared _____
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.

NOTARY PUBLIC, STATE OF _____

(Name of notary Public; Print, Stamp or Type as Commissioned.)

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION

Neither I, nor the firm, hereby represented has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the _____
(Owner, Partner, Officer, Representative or Agent)

of the Proposer that has submitted the attached response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
- 3. Said response is made without any connection or common interest in the profits with any other persons making any response to this solicitation. Said response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

- 4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES – VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with State Statute 287.087

SCHEDULE "D" CITY OF CORAL GABLES – PROPOSER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

GENERAL COMPANY INFORMATION:

Company Name: _____

Address: _____
Street City State Zip Code

Telephone No: (____) _____ Fax No: (____) _____ Email: _____

How many years has your company been in business under its present name? _____ Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

Under what former names has your company operated? : _____

At what address was that company located? _____

Is your Company Certified? Yes _____ No ____ If Yes, **ATTACH COPY** of Certification.

Is your Company Licensed? Yes _____ No ____ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No _____ If yes, explain: _____

LEGAL INFORMATION:

Please identify each incident ***within the last five (5) years*** where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFQ (***A response is required. If applicable please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified.***):

Has your company ever been debarred or suspended from doing business with any government entity?

Yes ____ No ____ If Yes, explain _____

SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Must indicate which statement below applies.]**

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this RFP is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFP, any associated addendum and Contract Documents within the contract time indicated in the RFQ and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

SECTION 10

Request for Proposal (RFP) No. 2019-041

10.0: CONTRACT/AGREEMENT (DRAFT)

- 10.1** Please review Attachment # 1 for the agreement in draft form for your review. You are not required to fill out and submit the agreement at time of response submittal.