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May 10, 2023

**Via Hand Delivery**  
**and Email: [sstewart@hollywoodfl.org](mailto:ssewart@hollywoodfl.org)**

Steve Stewart  
Director/Chief Procurement Officer  
Office of Procurement and Contract Compliance  
2600 Hollywood Boulevard, Room 303  
Hollywood, FL 33020-4807

**Re: RFP – 060-23/WV – Insurance Broker Services**  
**Bid Protest**

Dear Mr. Stewart:

The undersigned law firm represents Risk Management Associates, Inc. (“Risk Management”) regarding the City of Hollywood’s RFP – 060-23/WV – Insurance Broker Services (“RFP”). Pursuant to Section 38.52 of the City of Hollywood’s (“City”) Code of Ordinances, Risk Management files this protest following the City’s Notice of Intent to Award to Aon dated May 2, 2023. Enclosed is a cashier’s check for \$3,500.00 representing the protest fee.

**The Notice of Intended Award to Aon is arbitrary, capricious, violative of Florida’s public procurement standards and applicable law, and must be rescinded. Risk Management submitted a proposal with an annual fee of \$115,000.00. Yet Aon, which proposed a fee of \$151,875.00 per year, was scored higher than Risk Management by two of the five Selection Committee members and received the same score from two other Selection Committee members. Pricing should not be a subjective evaluation criteria, yet the Selection Committee assigned points for price proposals which bear little to no relation to the prices submitted.**

In addition, the City’s failure to incorporate a price scoring structure renders the evaluation illusory. Price is a significant component of this RFP, and is of course directly related to the expenditure of taxpayer money. Yet, the RFP did not provide any structure in the evaluation of the price proposals. **Had a price calculation formula been implemented, as is implemented most other RFPs for these types of insurance services across the state, Risk Management would have received the most points and would be deemed the top ranked proposer. Doing so would save the City nearly \$200,000 over the course of these services.**

For these reasons, the City must rescind its Notice of Intended award to Aon, reconvene the Selection Committee, and apply the commonly used mathematical formula to evaluate the price proposals submitted.

### I. BACKGROUND

The RFP was issued on March 14, 2023, and proposals were submitted on April 18, 2023. The RFP sought qualified and experienced firms to provide insurance broker services for the City in accordance with the terms of the RFP. A Selection Committee was formed to review the proposals and award points based on its evaluation. The evaluation criteria categories, along with the number of points for each category, is set forth below.

<u>Evaluation Criteria</u>	<u>Points</u>
1. Profile of Proposer	10
2. Proposer's Qualifications	25
3. Project Understanding, Proposed Approach and Methodology	20
4. Services Offered	25
5. Proposer's Fee Schedule	20

The proposer's fee schedule came with the following instructions:

**"The proposer should submit their fee schedule here. Express your fee in a lump sum not-to-exceed maximum amount and a separate price for the components of the work shown and scope of services and include a chart of the rates. The lump sum includes all costs to perform the work, travel, per diem expenses, photocopying, telephone lines or other incidental expenses, if applicable. If additional work is required beyond the scope of this contract, the City reserves the right to negotiate those services or will obtain from other service providers. This may include additional presentations or follow-up as requested."** (Emphasis added).

Proposers submitted price proposals as follows:

Aon	\$151,875.00 annual flat fee
Risk Management	\$115,000.00 annual flat fee
RSC Insurance	\$100,000.00 annual flat fee
Alliant	\$300,000.00 annual flat fee
Gallagher	\$85,000.00 annual flat fee
McGriff	\$37,000.00 annual flat fee

The following table summarizes the Selection Committee’s scoring of the price proposal category of the RFP.

<b>PROPOSER’S FEE SCHEDULE (MAX 20 POINTS)</b>					
<b><u>Evaluator</u></b>	<b><u>Points Awarded for Aon (\$151,875)</u></b>	<b><u>Points Awarded for Risk Management (\$115,000)</u></b>	<b><u>Points Awarded for RSC (\$100,000)</u></b>	<b><u>Points Awarded for Alliant Ins. (\$300,000)</u></b>	<b><u>Points Awarded for Gallagher Risk (\$85,000)</u></b>
Azita Behmardi	14	15	17	10	16
Raelin Storey	19	19	18	14	16
Stacy Meyers	20	15	18	5	10
Tammie Hechler	20	20	20	5	14
Tanya Bouloy	18	17	19	14	18

As demonstrated in the chart above, the point allocations for the price proposals varies widely, and wildly. The scoring bears little relationship to the actual prices submitted by the proposers. **Two selection committee members awarded more points to Aon than to Risk Management for the price proposal, and two members awarded the same number of points. This, despite the fact that Risk Management’s annual price proposal was \$36,875 less than Aon’s proposal per year.** Over the five-year maximum duration of the service term, Aon’s proposal will cost the City \$184,375 more than Risk Management’s proposal.

Similarly, Aon received more points from most of the evaluators for the pricing component than RSC and Gallagher, despite both of those entities proposing a lower cost than Aon.

Aon received a total of 485 points, and Risk Management received a total of 473 points. Risk Management was the second ranked proposer by only 12 points in this 500 point scoring system.

Notably, there were no oral presentations allowed for this RFP evaluation.

<sup>1</sup> The chart omits McGriff’s score, as further explained in footnote 2 below.

## II. PROTEST STANDARD

Public authorities have wide discretion in awarding public contracts though the competitive bid process. That discretion, however, “must be exercised based upon clearly defined criteria, and may not be exercised arbitrarily or capriciously.” Liberty County v. Baxter’s Asphalt & Concrete, Inc., 421 So. 2d 505 (Fla. 1982); Emerald Correctional Management v. Bay County Bd. Of County Commissioners, 955 So. 2d 647 (Fla. 1st DCA 2007). Public authorities cannot operate illegally, dishonestly, fraudulently, unreasonably, arbitrary, capriciously, or in any other way that would run afoul or undermine the purpose and object of competitive bidding. D.O.T. v. Groves-Watkins Constructors, 530 So. 2d 912, 913-14 (Fla. 1988); Caber Systems v. Department of General Services, 530 So. 2d 325, 336 (Fla. 1st DCA 1988); *see also* William A. Berbusse, Jr., Inc. v. North Broward Hospital District, 117 So. 2d 550, 551 (Fla. 2d DCA 1960) (an agency’s wide discretion in evaluating bids will not be interfered with unless, “exercised arbitrarily or capriciously, or unless based upon a misconception of law, or upon ignorance through lack of inquiry, or in violation of the law, or was the result of improper influence.”).

The object of competitive procurement is:

“to close all avenues to favoritism and fraud in its various forms; to secure the best values for the county at the lowest possible expense; and to afford an equal advantage to all desiring to do business with the county, by affording an opportunity for an exact comparison of bids'....

From the above quote, it is apparent that the entire scheme of bidding on public projects is **to insure the sanctity of the competitive atmosphere** prior to and after the actual letting of the contract.” (Emphasis added).

Harry Pepper & Associates, Inc. v. City of Cape Coral, 352 So. 2d 1190, 1192 (Fla. 2d DCA 1190); *quoting, in part*, Wester v. Belote, 138 So. 721, 723-23 (Fla. 1931). Irregularities in applying the evaluation criteria cannot provide one proposer with an unfair competitive advantage, and cannot be deemed minor technicalities. *See* Robinson Electrical Co., Inc. v. Dade County, 417 So. 2d 1032 (Fla. 3d DCA 1032).

“A capricious action is one taken without thought or reason or irrationally. An arbitrary decision is one not supported by facts or logic.” Agrico Chem. Co. v. Dep’t of Envir. Reg., 365 So. 2d 759, 763 (Fla. 1st DCA 1978). Arbitrary and capricious has also been defined the include acts taken with improper motive, without reason, or for a reason which is merely pretextual. City of Sweetwater v. Solo Const. Corp., 823 So. 2d at 798, 802 (Fla. 3d DCA 2002); *citing* Decarion v. Monroe County, 853 F.Supp. 1415 (S.D. Fla. 1994).

### **III. PROTEST ARGUMENT**

#### **A. The Evaluators Scoring of the Price Proposals was Arbitrary and Capricious**

The Selection Committee's assignment of points to the price proposals was arbitrary and capricious. Proposers who submitted more expensive price proposals, like Aon, were scored higher by certain evaluators than proposers with less expensive price proposals. The scoring as applied was clearly subjective, and undermined the purpose of this important evaluation category.

The scoring, as summarized in the chart above, does not comport with the actual prices submitted by the proposers. It was irrational for **two selection committee members to score more points to Aon than to Risk Management for the price proposal, and two members awarded the same number of points. That is not supported by facts or logic since Risk Management's annual price proposal was \$36,875 less than Aon's proposal per year. Over the five year maximum duration of the service term, Aon's proposal will cost the City \$184,375 more than Risk Management's proposal.**

Stated differently, Risk Management's price proposal is 32-percent less than Aon's price proposal. However, Aon scored higher in the pricing category of the evaluation. Similarly, Gallagher's price proposal is 78-percent less than Aon's price proposal. However, somehow Aon received a higher score than Gallagher in the pricing evaluation category as well.

**B. A Pricing Formula is Required to Evaluate Prices**

The RFP failed to incorporate a reasonable evaluation standard for the pricing proposals. The Selection Committee was able to subjectively assign points which were based on no set criteria. As evidenced by the randomness and range of the scores for the pricing proposal, the evaluation of price was arbitrary, capricious, and without proper foundation.

There can be no thought or reason behind scoring Aon's price proposal of \$151,875 higher than Risk Management's price proposal of \$115,000. Again, in this case, Aon's price proposal was 31%, or nearly \$37,000 higher than Risk Management's. Yet, somehow Aon received more points than Risk Management for price. That meets the definition of arbitrary and capricious actions. It turns the price evaluation into a subjective analysis, when price should be subject to an objective analysis.

The application of the most commonly used, and objective, formula to evaluate fees is on a Comparison of Cost basis. This formula can be expressed as follows:

$$\text{Lowest Respondent's Cost} / \text{Respondent Cost} \times \text{Maximum Points} = \text{Respondent's Fee Proposal Points.}$$

Under this calculation formula, the proposer with the lowest monetary proposal (and most advantageous to the City) receives the maximum points, here 20. Then a percentage of the other scores relative to the low score is applied and that is how the points are allocated.

Here, the lowest proposal was \$85,000 submitted by Gallagher.<sup>2</sup> It would receive 20 points under the above-formula. Risk Management's proposal would be calculated as follows: \$115,000 relative to the low bid of \$85,000 equals .74 ( $\$85,000 / \$115,000 = .74$ ). That factor is then multiplied by the maximum 20 points, and equals 14.78. Therefore, Risk Management would be awarded 15 points from each Selection Committee Member.

Aon's proposal would be calculated as follows: \$151,875 relative to the low proposal of \$85,000 equals .56 ( $\$85,000 / \$151,875 = .56$ ). That factor is then multiplied by the maximum 20 points, and equals 11.19. Therefore, Aon would be awarded 11 points from each Selection Committee Member.

Had the price proposal scoring been administered in this purely objective way, Risk Management would have been the top ranked proposer with 462 points, with RSC as the second ranked firm, and Aon at 447 points as the third ranked firm.

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<sup>2</sup> The lowest monetary proposal was actually submitted by McGriff for \$35,000, but by its own statements, that number was meant to be a starting point and was not an actual proposal. Therefore, it should not factor into the analysis.

The implementation of this formula will equip the City with a sound basis to determine the true measure of awarding points based on all of the proposer's pricing as submitted. **In fact, this the method is commonly used by numerous governing agencies in Florida, including Broward County, Hillsborough County, Lee County, the City of Tallahassee, and the City of Sarasota. See, RFP excerpts from the aforementioned agencies, attached as Composite Exhibit "A."**

Price scoring is not typically determined by the Selection Committee. It is typically determined by a public agency's procurement division, which assigns points based on a formula. The reason for doing so is that price is not a subjective criterion. Scoring must be based on the numbers, not what a Selection Committee member thinks of the numbers as compared to the overall evaluation of a proposer.

#### **C. The Selection Committee Misunderstood Risk Management's Price Proposal**

In addition, the RFP specifications required no escalation of costs between Years 1 through 5. Specifically, Section 4.1 of the RFP states, "all fees shall remain the same throughout the initial term and any renewal periods of the agreement."

Risk Management proposed an annual fee in compliance with the requirement. It submitted one price, which was required to be the same for each of the five-years during the RFP period. Other proposers submitted their price proposals as the same price but broken out by Year 1, Year 2, etc. Both methods are correct and yield the same analysis. Yet, during the Selection Committee meeting, there was clear confusion on the part of some of the committee members, who did not understand Risk Management's price submission because there was only one value listed. That is exactly what was required by the RFP. **It appears, however, that Risk Management was unfairly penalized by this confusion by at least some of the Selection Committee members.**

#### **D. CONCLUSION**

The Intended Award to Aon is arbitrary and capricious. The Selection Committee either did not understand the price proposal evaluation or did understand it but applied an illogical analysis to determine that Aon's price proposal was better than those proposers which submitted more favorable pricing to the City.

Risk Management's proposal, when accounting for all potential five (5) years of the services, is more than \$180,000 more than the proposal by Risk Management. The expenditure of that public money can be better spent on more worthy expenses, such as teachers, police officers, or other city improvements. The City of Hollywood must implement an objection price scoring calculation like numerous other government agencies in Florida do. If that methodology were instituted, Risk Management would be the top-ranked proposer.

Steve Stewart  
May 10, 2023  
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The award to Aon must be rescinded and the Selection Committee should be reconvened. The City should require the implementation of the objection and reasonable Comparison of Cost formula to determine the scoring for the price proposal category. Risk Management hereby requests the City stay the award of this contract pending the resolution of this protest.

Very truly yours,



Mark J. Stempler  
Bernard J. Friedman  
For the Firm

MJS/lb  
Enclosure

cc: Risk Management Associates, Inc.  
Bernie J. Friedman, Esq.  
Douglas Gonzales (Dgonzales@hollywoodfl.org)



**Broward County**

## **Solicitation GEN2125820P1**

### **Agent/Broker Insurance and Management Services**

### **Bid Designation: Public**



**Broward County Board of County Commissioners**

**EVALUATION CRITERIA**  
**AGENT BROKER INSURANCE AND MANAGEMENT SERVICES**

SECTION 4 – WORKLOAD OF THE FIRM - 5 POINTS (MAX)	POINTS VALUE
<p><b>4.1.</b> List all completed and active insurance services that Vendor has managed within the past five years for similar governmental entities. In addition, list all projected projects that Vendor will be working on in the near future. Projected projects will be defined as a project(s) that Vendor is awarded a contract but the Notice to Proceed has not been issued. Identify any projects that Vendor worked on concurrently. Describe Vendor’s approach in managing these projects. Were there or will there be any challenges for any of the listed projects? If so, describe how Vendor dealt or will deal with the projects’ challenges.</p>	<b>5</b>
SECTION 5 – LOCATION - 5 POINTS (MAX)	POINTS VALUE
<p><b>5.1.</b> Refer to <b>Location Certification Form</b> and submit as instructed. The maximum points shall be assigned to each Locally Based Business and to each joint venture that is composed solely of Locally Based Businesses.</p> <p><b>Points shall be allocated as follows based on the proposer’s selection of one of the five options in the Location Certification Form: Option 1 (0 points); Option 2 (5 points); Option 3 (3 points); Option 4 (points range from 0-5 depending on the composition of the joint venture), and Option 5 (0 points).</b></p>	<b>5</b>
SECTION 6 – PRICING - 10 POINTS (MAX)	POINTS VALUE
<p><b>6.1.</b> The pricing points will be based on the Vendor’s Total Not-to-Exceed price entered via the Periscope S2G Place Offer Tab for all twenty-one (21) line items (GEN2125820P1--01-01 through GEN2125820P1--01-21). Refer to Special Instructions to Vendors Section 1.1 for additional information regarding Price.</p> <p style="text-align: center;">The total points awarded for Price is determine by applying the following formula:  (Lowest Proposed Price/Vendor’s Price) x 10 = Price Score.</p>	<b>10</b>

**Hillsborough County**

**Request for Proposal 23257**

Title **Insurance Consulting and Brokerage Services**  
Close Date **14-JUN-2022 14:00:00** Open Date **12-MAY-2022 11:12:21**  
Time Zone **Eastern Time**

*Please submit your response to:*

Company	<b>HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS</b>
Buyer	<b>Wunderle, James</b>
Location	<b>BOCCOU</b>
	<b>601 E Kennedy Blvd</b>
	<b>Tampa, FL</b>
	<b>United States</b>
Phone	<b>813-301-7086</b>
Fax	
Email	<b>wunderlejs@hillsboroughcounty.org</b>

*When submitting your response, please include the following information.*

Your Company Name	
Address	
Contact Details	

Requirements section of this Solicitation Document and any corresponding attachments including a brief description of methodology, qualifications, experience, and the cost of the Services/Work.

a) Evaluation Procedures: The evaluators will consider how well the Proposer's Proposal meets the needs of the County as described in the Proposer's response to each question in this Solicitation Document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal should be submitted according to the instructions/outline specified in this Solicitation Document. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.

i) Based on information acquired through the Proposer's responses and the responses of references (if applicable), the County will award a preliminary score to each Proposal.

ii) Based on the preliminary scores, the County may request that the top scoring Proposers conduct an oral presentation and/or submit a Best and Final Offer that may include revisions to Technical Approach, Integration, and/or Cost. Be advised that the evaluators may revise the preliminary scores based on the oral presentations (if applicable), reference inquiries, other information obtained through the County's investigations of past performance and/or submissions of Best and Final Offers (if applicable).

b) Scoring/Weighting of Questions: The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the following table:

Award Criteria	Point Value
Cost: Quote/Cost.	40
Experience: Proposer's experience in providing Brokerage services and the various	25
Technical Approach: Proposer's understanding of the scope and objectives, technical approach and work plan presented.	15
Qualifications: Proposer's Organization Qualifications and Experience.	20
Total:	100
DM/DWBE Bonus Points:	5
Total Possible Points:	105

i) Quote/Cost Total: Points awarded for the "Quote / Cost Total" portion of this Solicitation Document will be based upon the following formula:

$$\text{Lowest Cost Proposal} \times \text{Maximum Points} = \text{Score}$$

**Divided by Other Proposer's Cost**

- ii) The County reserves the right not to award the Contract to the Proposer with the lowest Quote/Cost.
  
- iii) If this Solicitation Document contains more than one line item, the County reserves the right to award by line item, by group/section, or by overall total net Proposal price, whichever is determined to be in the County's best interest.

**2.2. Insurance, Contractor \***

- a) During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the County.
- b) All policies of insurance required by the Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.
- c) All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the County which is applicable to the Work provided for in the Agreement.
- d) Receipt by the County of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.
- e) No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.
- f) The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.
- g) If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County the ten (10) Days prior to expiration of current coverages.
- h) Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

Lee County





Advertise Date: Tuesday, March 01, 2022

Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: **RFP220125CJV**

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Solicitation Name: **Insurance Broker/Agent: All Lines**

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Open Date/Time: **Thursday, March 31, 2022** Time: **2:30 PM**

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Location: **Lee County Procurement Management  
2115 Second Street, 1st Floor  
Fort Myers, FL 33901**

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Procurement Contact: **Christy VanAllen** Title **Procurement Analyst**

Phone: **(239) 533-8839** Email: **cvanallen@leegov.com**

Requesting Dept. **Risk Management**

<b>Pre-Solicitation Meeting:</b> Type: <b>No meeting scheduled at this time</b>
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All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Electronic bidding is coming! Visit [www.leegov.com/bid](http://www.leegov.com/bid) to stay informed**

- Flat fee service or commission based
- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

**TAB 3: Firm Plan of Approach**

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

**TAB 4: Personnel**

- Provide a detailed description of the firm’s **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual’s knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your firm’s understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.  
*\*Resumes are not included within page restrictions, but should be limited to one (1) page per person.\**  
*\*Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration.”*

**TAB 5: Price Scoring:** (if applicable) The Proposer with the lowest Price Proposal will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer’s Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows:  $\$ 150,000.00 / \$160,000.00 = .9375 * 25 = 23.44$  points

**TAB 6: Local Vendor Preference**

**TAB 7: Required Forms**

- Forms 1- 7
- Attachment A – 2022 Broker-Agent Proposal Spreadsheet.xlsx

**2. SCORING CRITERIA & WEIGHT**

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	15
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	25
3	PLAN OF APPROACH (TAB 3)	30
4	PERSONNEL (TAB 4)	20
5	PRICE SCORING (TAB 5)	5
6	LOCAL VENDOR PREFERENCE (TAB 6)	5
<b>TOTAL POINTS</b>		<b>100</b>
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

**3. RFP SUBMISSION SCHEDULE**

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, March 1, 2022	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Thursday, March 31, 2022	Prior to 2:30 PM
First Committee Meeting Short list discussion	Thursday, April 14, 2022	TBD
Notify Shortlist Selection via e-mail	Friday, April 15, 2022	N/A
Final Scoring/Selection Meeting	Thursday, April 28, 2022	TBD
Board Meeting	Tuesday, June 7, 2022	9:30 AM
<p><b>Additional notes on Submission Schedule:</b></p> <ul style="list-style-type: none"> <li>• <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i></li> <li>• <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i></li> </ul> <p><i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i></p>		

End of Section

Tallahassee

## **Solicitation RFP-094-21-CC**

### **Commercial Property Insurance Brokerage Services**

**Bid Designation: Public**



**City of Tallahassee**

**2.5.1.2 Scoring Criteria Table**

CRITERIA	EVALUATOR MAX SCORE	FACTOR	TECHNICAL SCORE MAXIMUM POINTS
<b>TECHNICAL PROPOSAL</b>			
Tab 1 - Executive Summary	0	0	0
Tab 2 – References	0	0	0
Tab 3 – Experience/Past Performance	10	2.5	25
Tab 4 – Planning Activities/ Statement Work	10	3	30
Tab 5 – Staffing Plan	0	0	0
Tab 6 – Resumes	0	0	0
Tab 7- Minority Women Business Enterprise	0	0	0
Tab 8 – Location	5	1	5
<b>COST PROPOSAL</b>	<b>10</b>	<b>4</b>	<b>40</b>
<b>Total Maximum Points Allowed</b>			<b>100</b>

**2.5.1.3 Technical Scoring Scale Table**

Score	Basic Description	Full Description
0 - 1	No Response / Not Addressed or Vaguely Addressed	Answer is No to RFP requirements; this element of the evaluation criteria was <b>not addressed or vaguely addressed</b> .
2 - 3	Poor/Below Expectations / Unsatisfactory	The proposal is inadequate in most basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria was <b>unsatisfactory</b> .
4 - 5	Below Average / Meets Some Expectations	The proposal meets some of the basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is <b>below average</b> .
6 - 7	Average / Meets Most Expectations	The proposal adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is <b>average</b> .
8 - 9	Above Average / Meets All Expectations	The proposal more than adequately meets the minimum requirements, specifications or provisions of the criteria element, may exceed some areas; respondent's information for this element of the evaluation criteria is <b>above average</b> .
10	Excellent / Exceeds Expectations	The proposal exceeds minimum requirements, specifications or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is <b>excellent</b> .

**2.5.1.4 Cost/Price Response Score**

The price analysis is conducted by the Procurement Division through the comparison of price responses submitted. The maximum points will be awarded to the lowest responsive price response (Grand Total for All Entities for All Years). Responses with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest price response to the higher price response. The scoring for cost/fee proposal shall be based upon the following formula:

$$\text{(Low Price/Respondent's Price)} \times \text{Price Points} = \text{Respondent's Awarded Cost/Price Points}$$

**Scoring Example:**

The cost/fee proposal will be worth a total of 40 points to the lowest cost provider with others receiving points based on how their proposal compares against the low-cost provider. The cost category will be scored as follows:

The maximum number of cost proposal points will be given to the Respondent submitting the lowest responsive cost proposal using the sum of all requested fees. All other Respondents will receive points in this category weighted relative to how their cost fares against the low-cost proposal. The following example illustrates the method utilized to proportionally award the cost proposal points. For this example, assume the maximum number of **cost** points is 30:

<u>Cost Proposal</u>	<u>Respondent</u>	<u>Points</u>	<u>Calculation</u>
\$100,000	Respondent 1 (Lowest Cost)	40.00	Receives Total Points
\$125,000	Respondent 2	32.00	$(100,000/125,000) \times 40$
\$150,000	Respondent 3	26.67	$(100,000/150,000) \times 40$ and so on.

**2.5.1.5 Intermediaries**

If intermediaries are to be used in the placement of coverages under this RFP, the COST/FEE Proposal shall indicate whether the proposed fees include intermediary commissions. If fees are not inclusive, the intermediary commission rate shall be reported separately and will be factored in the total cost evaluation.

**2.5.1.6 Contingent Commissions**

Neither Broker nor any affiliate of Broker will accept any commissions or consideration, directly or indirectly, from any insurance company, underwriter, or other entity or individual that is paid or given on account of a certain volume or type of business being placed with any particular carrier, including payments commonly referred to as contingent commissions, if the insurance purchased by the City with respect to the Scope of Services is considered as part of such volume or type (collectively the "Contingent Commissions"). Broker shall promptly disclose to the City all Contingent Commissions. It is the intent of the parties that Broker never receive, in the aggregate, more than the compensation set forth above from all sources in connection with the performance of the Scope of Services.

**2.6 Overall Score and Ranking:**

The sum of the Respondent's Technical points and the Cost /Price Response Score equals the Respondent's Total Proposal score. Respondents will be ranked numerically 1, 2, 3, etc. from highest point score to the lowest point score.

- Flat fee service or commission based
- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

**TAB 3: Firm Plan of Approach**

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

**TAB 4: Personnel**

- Provide a detailed description of the firm’s **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual’s knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your firm’s understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.  
*\*Resumes are not included within page restrictions, but should be limited to one (1) page per person.\**  
*\*Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration.”*

**TAB 5: Price Scoring:** (if applicable) The Proposer with the lowest Price Proposal will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer’s Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows:  $\$ 150,000.00 / \$160,000.00 = .9375 * 25 = 23.44$  points

**TAB 6: Local Vendor Preference**

**TAB 7: Required Forms**

- Forms 1- 7
- Attachment A – 2022 Broker-Agent Proposal Spreadsheet.xlsx



## 2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	15
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	25
3	PLAN OF APPROACH (TAB 3)	30
4	PERSONNEL (TAB 4)	20
5	PRICE SCORING (TAB 5)	5
6	LOCAL VENDOR PREFERENCE (TAB 6)	5
<b>TOTAL POINTS</b>		<b>100</b>
<p><b>*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.</b></p>		

## 3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, March 1, 2022	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Thursday, March 31, 2022	Prior to 2:30 PM
First Committee Meeting Short list discussion	Thursday, April 14, 2022	TBD
Notify Shortlist Selection via e-mail	Friday, April 15, 2022	N/A
Final Scoring/Selection Meeting	Thursday, April 28, 2022	TBD
Board Meeting	Tuesday, June 7, 2022	9:30 AM
<p><b>Additional notes on Submission Schedule:</b></p> <ul style="list-style-type: none"> <li><i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i></li> <li><i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i></li> </ul> <p><i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i></p>		

End of Section

Sarasota



**Request For Proposal**

**19-45BK**

**Property, Liability and Casualty Broker Services**

**Department**

**Human Resources**

**Request for Proposal**

**Standard RFP-NON CCNA**

*Issued by the City of Sarasota  
Financial Administration  
Purchasing Division*

*Proposal submittals to be received by Purchasing*

**2:30 pm September 11, 2019**

**Pricing will be scored in this proposal.**

*in the Office of the Purchasing Manager  
1565 First Street, Room 205  
Sarasota, Fl. 34236  
Phone #(941) 954-4151*



August 6, 2019

Notice to Contractor/Vendors/Proposers  
RFP # 19-45BK Property, Liability and Casualty Broker Services

**REQUEST FOR PROPOSAL**

The City of Sarasota, Florida, is requesting proposals from qualified individuals/firms for

**Property, Liability and Casualty Broker Services**

then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish: all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Sarasota, Sarasota, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/ firms interested in being considered for (RFP) are instructed to **submit five- (5) copies and one (1) original of their proposals**, pertinent to this project prior to

**2:30 pm September 11, 2019**

to the office of the Purchasing Manager, 1565 First Street, Room 205, Sarasota, Florida, 34236. The Request for Proposals shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be **clearly marked**

**RFP # 19-45BK Property, Liability and Casualty Broker Services**

The Scope of Services for this RFP is available from DemandStar\* at (800) 711-1712

[www.demandstar.com](http://www.demandstar.com). Vendors who obtain scope of services from sources other than DemandStar are cautioned that the solicitation package may be incomplete. The City's official bidders list is obtained from DemandStar. Addenda will be posted and disseminated by DemandStar at least five days prior to the proposal opening date to all vendors who are listed on the official proposers list at either website. The City may not accept incomplete proposals.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

**9:00 am 08/16/19 Federal Building, Room 100, 111 S. Orange Ave., Sarasota, FL 34236**

for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (941) 954-4157 during normal working hours.

**Barney Kavanagh**

**Barney.Kavanagh@SarasotaFl.gov**

Sincerely,

David W. Boswell, CPPO, CPPB, SPSM  
Purchasing General Manager

**CITY OF SARASOTA  
TERMS AND CONDITIONS  
Standard RFP 07.16.19**

**1. SUBJECT TO THESE TERMS**

All proposals submitted are subject to the terms and conditions specified herein. Proposals which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the order of precedents in section 2 of this document.

**2. ORDER OF PRECEDENTS**

- 2.1. If a conflict arises between these "Terms and Conditions", the following ORDER OF PRECEDENTS will apply:
- 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services"
  - 2.1.2. Special Conditions and Supplemental Instructions
  - 2.1.3. City of Sarasota Purchasing Policy and Ordinances
  - 2.1.4. Detailed Scope of Work
  - 2.1.5. These Terms and Conditions

**3. CONTRACT FORMS**

Any agreement, contract, or Purchase Order resulting from the acceptance of a proposal shall be in a form as approved by the CITY.

**4. PROPOSAL DELIVERY AND SUBMISSION REQUIREMENTS AND COMMUNICATIONS**

- 4.1. Proposal documents shall be submitted as one original, five printed copies, and one electronic copy on the RFP forms provided by the CITY. The electronic copy should include any bid spreadsheet as provided by the CITY. The electronic copy should include one consolidated PDF file that contains the entire proposal. All blank spaces in the RFP forms shall be filled in legibly and correctly in ink. The proposer shall specify the price per unit of measure and the extended total, or the lump sum proposal price if such is called for, for each scheduled item of work as well as the total price for the entire work under the contract. If an individual or company submits the proposal, they shall sign their name therein and state their name and address as principal. If a corporation submits the proposal, an authorized officer or agent shall sign it, subscribing the name and address of the corporation along with their own name and affixing the corporation seal. The company name and F.E.I.N. number shall appear on the RFP form.
- 4.2. Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their proposals delivered to the CITY's Purchasing Division prior to the stated time and date. If a proposal is sent by U.S. Mail or delivery service, the proposer shall be responsible for its timely delivery to the CITY's Purchasing Division. Proposals delayed by mail or delivery service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their (unopened) return at the proposer's request and expense.

- 50.1.1.3. Subsequent evaluations will be accomplished by simply ranking the proposers. Point values will not be totaled. Proposals will be ranked in sequential order with one (1) being the highest ranking.
- 50.2. The CITY reserves the right to award to one or multiple proposers at the discretion of the requesting authority and approval of the Purchasing General Manager.
- 50.3. Award of Contract, if made; will be to the most **responsible** and **responsive** proposer(s), taking into account evaluation criteria. In reviewing proposals submitted, the CITY shall take into consideration, when determining the most **responsible** and **responsive** proposer(s), the extent of compliance by each proposer with the requirements of the Diversity Procurement Program.
- 50.4. In respect to the proposals, the CITY shall make such recommendations to the City Commission, if applicable, as they shall deem proper, at the earliest practicable meeting of the City Commission. The City Commission shall elect to reject all proposals, accept the proposal of the most **responsible** and **responsive** proposer, or re advertise the project for new proposals. In the event the most **responsible** and **responsive** proposal for a project exceeds the available funds, the CITY, may negotiate an adjustment of the proposal price with the most **responsible** and **responsive** proposer, in order to bring the total cost of the project within the amount of available funds.
- 50.5. Pricing
  - 50.5.1. If alternates are included in the pricing sheets, points will be calculated based on unit pricing of the base bid.
  - 50.5.2. If used, pricing will be calculated using the following formula: The Proposer with the lowest Price Proposal will be awarded the maximum score of listed above. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows:  $\$150,000.00 / \$160,000.00 = .9375$
  - 50.5.3. The Purchasing General Manager reserves the right to waive the scoring of pricing using the standard formula and allow subjective scoring by the RFP Committee members. The Purchasing General Manager reserves the right to eliminate the pricing category after proposals are received.
- 50.6. Exception Scoring RFP Proposal
  - 50.6.1. If only one proposal is received the RFP Committee may choose to accept the proposal without scoring, provided:
    - 50.6.1.1. The proposal meets economic factors beneficial to the City
    - 50.6.1.2. The proposal specifications and scope of work is acceptable to the Committee and the Project Manager.
    - 50.6.1.3. A supermajority vote of the Committee.
      - 50.6.1.3.1. Supermajority vote to accept proposal.
      - 50.6.1.3.2. A majority acceptance vote will require the proposal to be scored.
      - 50.6.1.3.3. A single proposal may be rejected with a majority of negative vote
      - 50.6.1.3.4. Vote must be documented on a letter approved by the Purchasing Division.

## **51. PAYMENTS, RETAINAGE, SUB-CONTRACTORS,**

- 51.1. Partial payments for each calendar month may be made to the Contractor/Vendor by the CITY of Sarasota upon basis of a duly certified approved estimate (construction) or invoice of the work performed and materials furnished by the Contractor/Vendor during the preceding calendar month.
- 51.2. **Retainage (Construction only)**
  - 51.2.1. The City of Sarasota will retain no less than ten percent (10%) of the amount of each partial payment until 50-percent completion and acceptance of all work covered by this contract. Upon

**Scoring Criteria**

Category	Category Title	Category Description	Proposal Tab(s)	Points (Non-CCNA)
1	Qualifications of Company	Includes company qualification and company information. Company Introduction and Executive Summary.	Tab I and II	15
2	Personnel	Personnel qualifications.	Tab III	15
3	Services/References	Services (past projects) and references that support your comments on the products or services you provide. Past customers related experience with your company.	Tab IV and V	15
4	Proposal Requirements	Details on how you plan to provide your products or services based on the specifications or scope of work provided in this solicitation or proposal request.	Tab VI	25
5	Local Preference	Calculation of points base on the local preference described in the Terms and Conditions.	Tab VII	10
6	*Pricing (Non-CCNA)	Cost of product or services as calculated using formula.	Tab VIII	20
			<b>Total Score</b>	<b>100</b>

Scoring categories correspond to proposal tabs as set in the Terms and Conditions