



## **REQUEST FOR PROPOSAL**

Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, Florida 33157

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### **TITLE:**

Employee Benefits Broker/Agent of Record

### **RFP NO.:**

**2024-43-016**

### **DUE DATE:**

**Monday, June 3<sup>rd</sup>, 2024 on or before 3:00 p.m. EST  
(Municipal Building)**

**ISSUED: Tuesday, April 30<sup>th</sup>, 2024**

### **CONTACT PERSON:**

Procurement Specialist  
Alessia Bencomo  
Finance Department – Procurement Division  
[abencomo@palmettobay-fl.gov](mailto:abencomo@palmettobay-fl.gov)

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## SECTION 1.0: Advertisement



### REQUEST FOR PROPOSAL (RFP)

#### Employee Benefits Broker/Agent of Record

**No. 2024-43-016**

The Village is seeking proposals from qualified Companies to provide Broker/Agent of Record professional services for all health, dental, life, and other related employee benefit programs which services are to be provided with certain specific performance measures defined by this RFP. The Village will **receive sealed proposals no later than 3:00 p.m.** on or before **Monday, June 3<sup>rd</sup>, 2024** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All proposals received will be publicly opened and read aloud on said date and time before the Procurement Specialist.

To be considered, all interested Parties must request copies of the documents and submit one (1) original, one (1) copy of the required information and documents, and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **“Employee Benefits Broker/Agent of Record RFP# 2024-43-016”**. **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

The proposal documents may be obtained on or after **Tuesday, April 30<sup>th</sup>, 2024**. All documents can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, [abencomo@palmettobay-fl.gov](mailto:abencomo@palmettobay-fl.gov).

The Village reserves the right to reject any and all proposals or parts thereof, to terminate the process at any time, solicit the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-proposals, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village. Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

## **SECTION 2.0: Introduction**

### **VILLAGE OF PALMETTO BAY (“Village”)**

#### **Employee Benefits Broker/Agent of Record (the “Project”)**

##### **Introduction**

The Village is a municipality in south Miami-Dade County of approximately twenty-four thousand two hundred sixty (24,260) residents. The Village currently employs sixty-eight (68) full-time employees and twenty-one (21) part-time employees. Health and other fringe benefits are extended to the full-time employees and the five (5) member Village Council. Part-time employees are not eligible for health benefits but are encouraged to participate in health wellness initiatives.

##### **Insurance Benefits Information**

The Village offers a comprehensive healthcare benefit plan to its full-time employees and Council members which consists of medical insurance, supplemental medical insurance (medical bridge plan), dental insurance, life insurance (basic level – 2X annual salary), accidental death and dismemberment, voluntary vision, and COBRA administration. All eligible employees and elected officials, except for two (2) councilmembers, currently participate in the Village’s health plan, for a total of sixty-six (66) participating employees and eighty-one (81) covered lives. The most current employee census information is attached to this document as Exhibit “A”.

Medical benefits are presently offered through United Healthcare and eligible employees have a choice between the Open Access Health Maintenance Organization (HMO) and the Point of Service (POS) plans. Plans pertaining to vision, life, and accidental death and dismemberment benefits are also offered through United Healthcare. The Village is presently part of the Florida Local Government Health Insurance Consortium (FLGHIC) for the purpose of providing self-insured health, accident and hospitalization coverage to its officers, employees and their dependents. Said agreement is terminable with advance notice of no less than one hundred twenty (120) days prior to the start of the succeeding plan year, which begins on October 1<sup>st</sup>, 2024.

For dental insurance, employees can select between two (2) plans under United Healthcare. The two (2) dental plans offered through United Healthcare include the Preferred Provider Organization (PPO) and the Dental Maintenance Organization (DMO) option.

Finally, the Village offers an employer-sponsored supplemental insurance plan, also commonly known as a medical bridge plan, through Colonial Life Insurance Company. The coverage level for the plan mimics the level that is selected by the employee for the medical insurance. Therefore, dependents covered under the medical insurance are also covered under the employer-sponsored medical bridge plan.

The Village pays for the medical bridge plan premiums and contributes up to one thousand three hundred fifty dollars (\$1,350) monthly per employee towards the cumulative costs for all monthly insurance premiums, except vision. Premiums for the vision insurance are paid by the employee. Since inception, the Village's benefit year runs concurrently with the fiscal year which starts on October 1<sup>st</sup> and ends on September 30<sup>th</sup>.

## **SECTION 3.0: Terms and Conditions for Receipt of Proposals**

### **3.01 Requirement to Meet All Provisions**

Each Proposer shall meet the terms and conditions of the RFP specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFP specifications.

### **3.02 Errors and Omissions in RFP**

Proposer is responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Proposer is to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### **3.03 Inquiries Regarding RFP**

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing. With respect to questions about the meaning or intent of the RFP, all questions shall be submitted in writing to the Village.

All inquiries shall only be directed to:

Alessia Bencomo  
Procurement Specialist  
Finance Department  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [abencomo@palmettobay-fl.gov](mailto:abencomo@palmettobay-fl.gov)

Oral information is not binding, or the Proposer shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or delivered to all Parties recorded by the Village as having received the proposal documents.

**Inquiries must be received by Wednesday, May 29<sup>th</sup>, 2024, no later than 3:00 p.m. The Addendum will be posted by Thursday May 30<sup>th</sup>, 2024, no later than 3:00 p.m. on Vendor Registry.**

### **3.04 Addenda to RFP**

The Village may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the RFP for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding

this provision, Proposers shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

### **3.05 Proposal Withdrawal and Opening**

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. A Proposer and/or its representative are invited to be present at the opening of the proposal.

### **3.06 Revision of Proposals**

At any time during the submittal evaluation process, the Village may require a Proposer to provide written clarification of its submittal.

### **3.07 Reservations of Rights by the Village**

The issuance of this RFP does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue an RFP;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals;
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

### **3.08 No Waiver**

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Proposer to observe any provision of this RFP.

### 3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at [https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI). Any communication regarding this proposal shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential Proposer and the Procurement Specialist regarding this proposal is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### 3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

### 3.11 Certification

The Proposer must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Acknowledgment, Warranty, and Acceptance
3. Non-Collusive Affidavit
4. Sworn Statement on Public Entity Crimes
5. Disability Nondiscrimination Statement
6. Business Entity Affidavit
7. Conformance with OSHA Standards
8. Anti-Kickback Affidavit
9. Statement of Past Contract Disqualifications
10. E-Verify Affidavit
11. Foreign Country of Concern Attestation

### 3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection after the award is issued.



### 3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

### 3.14 Insurance

1. Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:
  - Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
  - Workers Compensation - Statutory Limits
  - Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
  - Errors and omissions or Company liability insurance - \$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, and the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Notwithstanding any insurance coverage, nothing herein shall abrogate the Villages' liability under Section 768.28, Florida Statutes.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Contract, the Proposer shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Proposer fails to submit the required insurance documents in the manner prescribed within fifteen (15) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of

the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this Contract. ALL INSURANCE POLICIES SHALL NAME THE VILLAGE AS AN ADDITIONAL INSURED.

### **3.15 Accounting**

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Human Resources Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.16 Statement of Contract Disqualifications**

Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the proposal to which the Proposer took exception. Failure to comply may be cause for rejection of the proposal.

### **3.18 Non-Appropriation of Funds**

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

### **3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

### **3.20 Liquidated Damages – Not Applicable to this RFP**

~~The Proposer and the Village recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in the Contract. The Proposer also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Proposer acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Proposer and the Village agree that as liquidated damages for delay, but not as a penalty, the Proposer shall pay the Village the amount of One Thousand Dollars and Zero Cents (\$1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.~~

~~Liquidated damages shall be deducted from the Proposer's applications for payment. However, if at the time of the Proposer's final application for payment, the Proposer is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Proposer shall pay the amount due within ten (10) days of written demand by the Village.~~

### **3.21 Litigation**

Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

### **3.22 Indemnification**

The Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense at both trial and appellate levels in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract to the extent caused by negligence, reckless or wrongful conduct in the performance of the Contract by the Proposer or its employees, agents, servants, partners, principals or subcontractors. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village, and shall pay all costs, judgments and attorney's fees at trial and appellate levels which may issue as a result of the Proposer's negligence. The Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign

Immunity provided to the Village by Section 768.28, Florida Statutes. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Proposer agrees that in the event the Contract is terminated for the Village's breach, the damages that the Proposer may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

### **3.23 — Quality – Not Applicable to this RFP**

~~All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of~~  
**MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### **3.24 Protests, Appeals and Disputes**

The procedures and requirements for proposal protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on [www.municode.com:https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?no\\_deld=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](http://www.municode.com:https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?no_deld=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.25 — Force Majeure – Not Applicable to this RFP**

~~The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.~~

### **3.26 E-Verify System**

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or sub-Contractor may not enter into a Contract unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Contract with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

### **3.27 — Work Delays – Not Applicable to this RFP**

~~Should the Work be obstructed or delayed required to be done by approved changes in the Work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village may, at the time of acceptance of the Work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.~~

### **3.28 — Proposal Guaranty – Not Applicable to this RFP**

~~The bid must be accompanied by a bid guaranty in the form of a certified check payable to the Village of Palmetto Bay or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding fifty thousand dollars and zero cents (\$50,000.00) a bid guaranty is not required.~~

~~The bid guaranty will be retained until the Parties have executed the Contract and furnished the required Contract Security, whereupon it will be returned; if the successful bidder fails to execute, deliver and furnish the required guaranty within fifteen (15) days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited.~~

### **3.29 — PERFORMANCE AND PAYMENT BONDS – Not Applicable to this RFP**

~~Within ten (10) days of the award of contract, there shall be placed surety bonds, each in the amount of One Hundred percent (100%) of the contract price, and issued by a properly licensed surety company acceptable to the Village. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding fifty thousand dollars and zero cents (\$50,000.00) a surety bond is not required.~~

- ~~a. A Performance and One Year Warranty Bond covering the faithful performance of the contract and a one year warranty on labor from the date of final acceptance of the work.~~
- ~~b. A Labor Payment Bond~~

## **SECTION 4.0: Scope of Services**

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all services necessary.

The Village is seeking proposals from qualified Companies to provide Broker/Agent of record professional services for all health, dental, life, and other related employee benefit programs. The program must cover retirees as well as active employees. The selected Proposer shall assist with the strategic planning, design and negotiation of the most cost-effective programs as well as the implementation and servicing of those plans. The selected Proposer must provide a superior level of service at a cost that is acceptable to the Village. A three (3) year agreement is contemplated by the Village.

### **4.01 Scope of Work**

The categories and representative tasks required for this project are outlined below. All proposals must be made based on the requirements contained herein and must either meet or exceed such requirements. All Proposers must be able to provide the following scope of service.

- Solicit and negotiate plan proposals and rate quotes from existing and alternate insurance carriers for annual renewals; assist the Village in evaluating and selecting among coverage alternatives provided by the insurance carriers, including the various health plan options offered, deductibles, co-insurance, out-of-pocket expenses, premiums, etc.
- Alert the Village of any existing or potential gaps or overlaps in coverage.
- Organize and conduct annual open enrollment meetings for all eligible employees; review pertinent documents for accuracy and completeness and prepare distribution packages ensuring that all required information and disclosures are included.
- Assist in preparing a comprehensive Employee Benefit Guide annually, and any other educational and promotional materials when requested by the Village. The Employee Benefit Guide must not only include information about the plan design, but also other relevant information and helpful tips that will render the greatest benefit to employees.
- Perform an annual analysis of the Village's benefit plan design to contain costs and maximize benefits and recommend cost solutions and alternatives; consider and report utilization trends for the group.
- Collect and provide benchmarking data on an annual basis to assess the competitiveness of the Village's benefit plan as compared to those of other

similar organizations; provide information on the common trends and best practices in employee benefits as requested and/or applicable.

- Provide written updates on new legislation, legal decisions, regulatory changes, and administrative requirements impacting employee benefits and recommend a plan of action to ensure compliance.
- Establish relationships with those providers that will most greatly benefit the needs of the Village.
- Coordinate Section 125 benefits via third-party administration, if requested by the Village.
- Assist with the development and implementation of an employee wellness initiative, to include year-round educational, informational, and promotional materials, meetings, employee outreach, and other methods that increase comprehension and awareness.
- Coordinate and organize an annual employee health fair and prepare all necessary related materials.
- Provide professional advice and guidance to ensure compliance with ACA, HIPAA, OPEB, and other state and federal mandated benefits; provide current updates on ACA requirements in advance of implementation and assist with the tracking and development of operating procedures in compliance with the Act.
- Provide COBRA and Retiree Health Insurance benefit administration (or pay for administrative services) in compliance with federal and local regulations; assist with the development and implementation of a retiree healthcare policy.
- Assist with the resolution of all employee claims, inquiries, complaints, issues, and all employer eligibility and billing disputes.
- Conduct an annual employee survey to identify advantages and deficiencies in the Village's benefit plan. Prepare a deficiency-findings report that includes an action plan to address concerns.
- Assign a primary contact to the Village who will be reasonably available for meetings and conference calls and will promptly respond to inquiries and requests.

## Section 5.0: Proposal Submission Requirements

### **PROPOSAL SUBMITTAL CHECKLIST**

To be responsive, the Proposer must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy of the required information and documents, and a CD or flash drive of your submittal no later than 3:00 p.m. EST June 3<sup>rd</sup>, 2024.

**Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The proposal inside the package should also be addressed/labeled to the below department and address.**

Village of Palmetto Bay  
Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section 8.**
- C. **Responses to this Request shall be in one volume. Any brochures and/or information pertaining to the qualifications of the Proposer and/or team may be submitted but must be included in a single volume.**
1. Title Page: Proposer shall identify the RFP number and title, the name of the Company and corporate address and telephone number, name and title of the contact person, email address and date of submission.
  2. Table of Contents: Shall clearly identify the contents of the RFP package by section and page number.
  3. Letter of Transmittal: Concisely summarize the Proposer's general understanding of the scope of services contained in this solicitation and the attributes that make the Company the best choice for the Village. The letter must be less than two (2) pages in length.
  4. Qualifications, Experience & Organizational Approach: Complete Questionnaire in Section 8.0 and provide the professional resumes for the principals and the staff that will be assigned to the Village.



5. Licensing: Provide copies of your individual and/or Company's licenses to transact insurance brokerage business in the state of Florida. Include a statement confirming that the agent who will be assigned to the Village is an independent consultant or broker and is not affiliated with any insurance company, third party administrative agency or provider network.
  6. References: Provide a reference letter from three (3) organizations to which your Company has provided similar services for the past three (3) years. Municipal or government clients are preferred.
  7. Compensation Method: Complete the Compensation Method form found in Section 8.0
- D. **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission.** A Proposer's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.

## SECTION 6.0: Evaluation and Selection Criteria

### Evaluation Criteria

#### EVALUATION OF PROPOSALS

The Village will select the successful Proposer through an evaluation process based on the proposal meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the Village may require a Proposer’s representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the agreement based on the criteria set forth below. This agreement will be forwarded to the Village Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

Proposer			
<i>Criteria</i>	<i>Points Allowed</i>	<i>Points Allotted</i>	<i>Notes</i>
Proposer's Qualifications & Experience	20		
Understanding of Scope of Services & Approach	20		
Ability to Provide the Services Required of the Village	25		
Accessibility	15		
Compensation	20		
<b>Maximum Total</b>	<b>100</b>		

#### 6.01 Selection Criteria

The Village will select a Proposer based on the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written agreement. The Village reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

Responses may be rejected if the Proposer fails to perform any of the following:

1. Adhere to one (1) or more of the provisions established in this RFP.
2. Demonstrate competence, experience, and the ability to provide the services described in this RFP.
3. Submit a response on or before the deadline and complete all required forms.

4. To fulfill a request for an oral presentation.
5. To respond to a written request for additional information.

The Village reserves the right to conduct interviews and/or require presentations from the top three (3) ranked Proposers prior to final selection and recommendation to the Village Council. The Village will not be liable for any costs incurred by the Proposers in connection with such interviews/presentations, such as travel, accommodations, materials, etc.

All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing Proposers. The selection shall be done by the Village's review committee and will be recommended to the Village Council for final approval.

If the Village is unable to reach any sort of agreement with the selected Proposer, the Village will discontinue negotiations with the selected Proposer and begin negotiations with the Proposer ranked second and so on until agreement is reached.

The Proposer to be recommended to the Village Council will be the one whose proposal is determined to be the most advantageous to the Village in consideration of price and all other evaluation factors which are set forth in this RFP. No other factors or criteria which are not listed in this RFP shall be used in the evaluation.

**SECTION 7.0: Schedule of Events**

<b>Proposal Phase</b>	<b>Date</b>	<b>Location</b>	<b>Time (If Applicable)</b>
RFP is advertised and issued by Village	Tuesday, April 30 <sup>th</sup> , 2024	Posted on the Miami Herald and Villages' Website	
Last day to Submit Questions	Wednesday, May 29 <sup>th</sup> , 2024	Via Email to <a href="mailto:abencomo@palmettobay-fl.gov">abencomo@palmettobay-fl.gov</a>	3:00 p.m.
Addendum Posting	Thursday, May 30 <sup>th</sup> , 2024	Posted on Vendor Registry	3:00 p.m.
Proposal Submission Date	Monday, June 3 <sup>rd</sup> , 2024	Village of Palmetto Bay Municipal Center <b>ATTENTION TO THE VILLAGE CLERK</b> 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m.

**A. Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and financial status of the Proposer. The Proposer will provide, in a timely manner, all information that the Village deems necessary to make such decision.

**B. Contract Requirement**

The Proposer to whom award is made shall execute a written Contract with the Village after notice of award. The Contract shall be made in the form prepared by the Village Attorney and a draft is included in this Request.

**C. Insurance Requirements**

The Proposer shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Contract award as a precondition to Contract execution.

**D. Business License & Tax**

The Proposer must have a valid Florida issued business license and tax certificate before execution of the Contract.

**E. Failure to Accept Contract**

The following will occur if the Proposer to whom the award is made fails to enter into the Contract: the award will be annulled; any bid security will be forfeited in

accordance with the special terms and conditions if a Proposer's bond or security is required; and an award may be made to the next highest ranked Proposer with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**F. Commencement**

The Contract term commences after the Contract has been fully executed and the completion date is determined after all the scope of the project have been completed.

**SECTION 8.0: Required Proposal Submittal Forms**

**PROPOSER'S QUALIFICATION STATEMENT**

INSTRUCTIONS: Please complete this questionnaire in its entirety. Where a one (1) page response is requested, please note that this refers to the limit allowed and, therefore, your response may be shorter but not longer than one (1) page. Indicate "N/A" for any section that does not apply and provide a brief explanation for your answer.

Failure to respond to each question may disqualify the Proposer. This attachment **must** be included as part of your proposal.

**Section A. Information & Experience of the Company**

Submitted by:		Check One: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/LLP <input type="checkbox"/> Sole Owner or DBA <input type="checkbox"/> Other: _____
Name:		
Address:		
City, State and Zip:		
Telephone No.:		
Fax No.:		

1. Company's legal name and address:

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2. Date incorporated/formed:

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3. Has your Company been debarred or suspended within the past five (5) years?

No  Yes

If yes, please explain. Please attach a one (1) page response.

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4. How many insurance agents does your Company employ?

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5. How many clients does your Company currently represent?

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6. What is the number of clients located in the South Miami-Dade area? Provide a number by city as listed below:

Coral Gables: _____	Cutler Bay: _____
South Miami: _____	Homestead: _____
Pinecrest: _____	Florida City: _____
Palmetto Bay: _____	Other _____

7. Litigation/Judgment/Settlements/Debarments/Suspensions:

Please provide information on any litigation, judgments and/or settlements concerning any court case related to the provision of insurance brokerage services in the past three (3) years. Please attach a one (1) page response.

8. List the insurance carriers that your Company has established a relationship with, and which are properly licensed to operate in Florida. Please attach a one (1) page response.

9. List any insurance and/or benefits companies that your Company is affiliated with and the nature of the relationship, such as insurance companies, third party administrators, health services providers, HR or benefits software vendors, etc. Please attach a one (1) page response.

10. Describe any special experience that your Company may have in providing brokerage services to small groups. Please attach a one (1) page response.

11. Given the relatively small number of national medical insurance carriers in today's market, please describe in which ways your Company can provide the solution that delivers the greatest value to the Village. Please attach a one (1) page response.

12. How will you maintain the confidentiality of the Village's records and data? Please identify your security procedures for accessing, sharing, sending, and storing data. Please attach a one (1) page response.

13. Briefly discuss your service approach in general and how you would respond to Village requests. Include what you consider to be non-urgent or routine requests in contrast to emergency items. Please attach a one (1) page response.

14. Explain your process for monitoring regulatory and legislative developments, locally and nationally, and how the information is disseminated to your clients. Please attach a one (1) page response.

15. What is your Company's philosophy on pricing for recurring work? Please attach a one (1) page response.







**COMPENSATION METHOD**

The Village is requesting the Agent/Broker compensation to be on a flat fee basis. The structure of the fee and payment of the fee shall be part of the proposal. All insurance policies will be placed net of the commission or fees payable to the Agent/Broker.

This attachment must be included as part of your proposal and fees shall be stated in whole dollars where applicable.

**Section A. Proposed Annual Rate:**

The fee stated below shall be inclusive of all labor, materials, travel, etc.

	Annual Rate
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____

**Section B. Optional Services**

At its sole discretion and determination, the Proposer may list those services considered by the Proposer to be "optional". Optional services shall be those services which are listed as part of the Scope of Work, Section 4.0 of this solicitation, but which are not included in the Proposed Annual Rate provided in Section A above.

Please do not include any services outside of the Scope of Work, Section 4.0 of this solicitation. The fee(s) stated below shall be inclusive of all labor, materials, travel, etc.

Service	Annual Flat-Rate
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Date

**DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the Village for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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' 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 proposal 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 of the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employee 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 Company complies fully with the above requirements.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Company warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this proposal is true and accurate.

**E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:**

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this Contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this Contract in violation of any of the provisions of the Village conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the Contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ Contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA        }  
  }  
COUNTY OF MIAMI-DADE    }        SS:

\_\_\_\_\_being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_the Company that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or a sham proposal;
- (4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or Parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Continued Next Page

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

**SWORN STATEMENT PURSUANT TO  
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By \_\_\_\_\_

For \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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 any 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 any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. 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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. 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, ore 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.

5. 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 or any state or of the United States with the legal power to enter into a binding Contract and which proposals or applies to proposals 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 any entity.

Signed, sealed and delivered in the presence:

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA



**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by:

\_\_\_\_\_

*(print individual's name and title)*

for:

\_\_\_\_\_

*(print name of entity submitting sworn statement)*

whose \_\_\_\_\_ business \_\_\_\_\_ address  
is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, 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 services, 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 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions, and as any may be amended.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued Next Page

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

**BUSINESS ENTITY AFFIDAVIT**

Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

Accordingly, Proposer completes and executes the Business Entity Affidavit form below. The terms "Proposer," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, \_\_\_\_\_ being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
*Federal Employer Identification Number (If none, Social Security Number)*

\_\_\_\_\_  
*Name of Entity, Individual, Partners or Corporation*

\_\_\_\_\_  
*Doing Business As (If same as above, leave blank)*

\_\_\_\_\_  
*Street Address Suite Village State Zip Code*

Continued Next Page

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Company: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_ Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, RFP# 2024-43-016, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Subcontractor's Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }        SS:  
COUNTY OF MIAMI-DADE    }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Proposer shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

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Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_



E-VERIFY AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
  - a. YES \_\_\_\_\_
  - b. NO \_\_\_\_\_
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me,  
this the\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public

NHCS – E-Verify 081815

**Foreign Country of Concern Attestation**

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Form **W-9**  
 (Rev. August 2013)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number										

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**SECTION 9.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Employee Benefits Broker/Agent of Record**  
RFP No. 2024-43-016 in accordance with Contract Documents as prepared by the Village

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your proposal of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_) submitted to the Village of Palmetto Bay (Owner) on \_\_\_\_\_ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder and return to our office within ten (10) consecutive days for final execution by the Owner.

~~Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Request for Proposal met within ten (10) consecutive calendar days from \_\_\_\_\_.~~

Sincerely yours,

Alessia Bencomo, Procurement Specialist

Cc:

Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Company

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: **Employee Benefits Broker/Agent of Record**  
RFP No. 2024-43-016 in accordance with Contract Documents  
as prepared by the Village

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. The Commencement date is \_\_\_\_\_, 20\_\_\_. Completion date shall be \_\_\_\_\_, 20\_\_.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: \_\_\_\_\_

Alessia Bencomo, Procurement Specialist

## SECTION 10.0: Exhibits

**Draft Contract for:** Employee Benefits Broker/Agent of Record

**Between the Village of Palmetto Bay, Florida and \_\_\_\_\_.**

THIS Contract is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and \_\_\_\_\_, (the "Company") and jointly referred to as the "Parties".

WHEREAS the Village advertised an Request for Proposal ("RFP") on **April 30<sup>th</sup>, 2024** for the **Employee Benefits Broker/Agent of Record**; and

WHEREAS, the Company submitted a proposal dated **June 3<sup>rd</sup>, 2024**, in response to **RFP# 2024-43-016**; and

WHEREAS, the Village Council, at a meeting held on \_\_\_\_\_, awarded proposal to the Company to provide Broker/Agent of record professional services for all health, dental, life, and other related employee benefit programs on behalf of the Village and approved the Proposal Form submitted by the Company in response to the RFP (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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3. Qualifications
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28. E-Verify
29. Warranty

### **Article I. Exhibits**

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract
- B. RFP# 2024-43-016 issued by the Village.
- C. Proposal submitted by the Company.



## **Article 2. Scope of Work**

1. The Work is generally described as follows:

Provide Broker/Agent of Record professional services for all health, dental, life, and other related employee benefit programs. The program must cover retirees as well as active employees. The Company shall assist with the strategic planning, design and negotiation of the most cost-effective programs as well as the implementation and servicing of those plans. The Company must provide a superior level of service at a cost that is acceptable to the Village. To that extent, the Company shall provide the following essential services:

- Solicit and negotiate plan proposals and rate quotes from existing and alternate insurance carriers for annual renewals; assist the Village in evaluating and selecting among coverage alternatives provided by the insurance carriers, including the various health plan options offered, deductibles, co-insurance, out-of-pocket expenses, premiums, etc.
- Alert the Village of any existing or potential gaps or overlaps in coverage.
- Organize and conduct annual open enrollment meetings for all eligible employees; review pertinent documents for accuracy and completeness and prepare distribution packages ensuring that all required information and disclosures are included.
- Assist in preparing a comprehensive Employee Benefit Guide annually, and any other educational and promotional materials when requested by the Village. The Employee Benefit Guide must not only include information about the plan design, but also other relevant information and helpful tips that will render the greatest benefit to employees.
- Perform an annual analysis of the Village's benefit plan design to contain costs and maximize benefits and recommend cost solutions and alternatives; consider and report utilization trends for the group.
- Collect and provide benchmarking data on an annual basis to assess the competitiveness of the Village's benefit plan as compared to those of other similar organizations; provide information on the common trends and best practices in employee benefits as requested and/or applicable.

- Provide written updates on new legislation, legal decisions, regulatory changes, and administrative requirements impacting employee benefits and recommend a plan of action to ensure compliance.
- Establish relationships with those providers that will most greatly benefit the needs of the Village.
- Coordinate Section 125 benefits via third-party administration, if requested by the Village.
- Assist with the development and implementation of an employee wellness initiative, to include year-round educational, informational, and promotional materials, meetings, employee outreach, and other methods that increase comprehension and awareness.
- Coordinate and organize an annual employee health fair and prepare all necessary related materials.
- Provide professional advice and guidance to ensure compliance with ACA, HIPAA, OPEB, and other state and federal mandated benefits; provide current updates on ACA requirements in advance of implementation and assist with the tracking and development of operating procedures in compliance with the Act.
- Provide COBRA and Retiree Health Insurance benefit administration (or pay for administrative services) in compliance with federal and local regulations; assist with the development and implementation of a retiree healthcare policy.
- Assist with the resolution of all employee claims, inquiries, complaints, issues, and all employer eligibility and billing disputes.
- Conduct an annual employee survey to identify advantages and deficiencies in the Village's benefit plan. Prepare a deficiency-findings report that includes an action plan to address concerns.
- Assign a primary contact to the Village who will be reasonably available for meetings and conference calls and will promptly respond to inquiries and requests.
- Other optional services (if applicable)

1. \_\_\_\_\_
2. \_\_\_\_\_

- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

2. The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with **RFP# 2024-43-016**.

3. The specifications for this Project are to the best of the knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. In preparing its proposal, the Company and all subcontractors named in its proposal, as applicable, shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to inquire so shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the proposal. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work.

**Article 3. Qualifications**

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall

comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The main Point of Contact for the Company is\_\_\_\_\_.

**Article 4. Term/Construction Schedule**

The term of this Contract shall commence upon the date of execution for three (3) years with an option to renew for an additional three (3) year term thereafter not to exceed three (3) consecutive terms at the sole discretion of the Village.

**Article 5. Contract Price**

The Contract price shall include all Work necessary to provide the goods and services described herein. Based on the Company’s proposal the proposed annual rate for the first 3-year term is as follows:

	Annual Rate
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____

The Company shall give prior notice to the Village if the Project exceeds the total price and must be approved by the Village in its sole discretion. The Company shall fund any additional costs that exceed the total price if the Company failed to provide prior notice to the Village.

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Human Resources Department, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

**Article 6. Reports**

(A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Olga Cadaval, the Director of Human Resources. The Villages’ assigned Project Manager is Olga Cadaval, the Director of Human Resources.

(B) The Project Manager shall supervise and direct the Work using best skill and attention. The Project Manager shall be solely responsible for and have control over the methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

**Article 7. Notices**

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village:	Company:
Nick Marano	Owner/Principal
Village Manager	Title
Village of Palmetto Bay	Company Name
9705 E. Hibiscus Street	Address1
Palmetto Bay, FL 33157	Address2

**Article 8. Termination**

**A. Termination Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

**B. Termination with Cause**

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.

**C. Liquidated Damages**

~~The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual~~

~~damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.~~

~~Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (10) days of written demand by the Village.~~

#### **Article 9. Indemnification**

The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or subcontractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, both trial and appellate levels. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for

an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs at trial or appellate levels. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

#### **Article 10. Insurance/Bonds**

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after signing this Contract. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below; and name the Village as an additional insured.

(B)

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions of liability--\$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, and the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village. The Village shall be named as an additional insured.

~~(C) Performance and Payment Bonds — must be received before Notice to Proceed is issued. Each Bond shall guarantee One Hundred Percent (100%) of the project, and subject to Village approval.~~

### **Article 11. Modification Amendment**

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

### **Article 12. Governing Law**

This Contract shall be construed in accordance with and governing by the laws of the State of Florida. The exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

### **Article 13. Waiver**

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.



**Article 14. Assignment**

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

**Article 15. Prohibition Against Contingent Fees**

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**Article 16. Conflict of Interest**

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

**Article 17. Entire Agreement**

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

**Article 18. Captions and Paragraph Headings**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

**Article 19. Joint Preparation**

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the

Parties' further intention that this Contract shall be construed liberally to achieve its intent.

**Article 20. Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

**Article 21. Preservation of Village Property**

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

**Article 22. Public and Employee Safety**

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

**Article 23. Immigration Act of 1986**

The Company warrants on behalf of itself, and all subcontractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

**Article 24. Company Non-Discrimination**

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

**Article 25. Federal and State Tax**

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

### **Article 26. Public Records**

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, [marocha@palmettobay-fl.gov](mailto:marocha@palmettobay-fl.gov) or call 305-259- 1234. Further information on Section 119, F.S. can be found <https://www.flsenate.gov/Laws/Statutes/2020/0119.0701>.

### **Article 27. Severability**

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

### **Article 28. E-Verify**

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or subcontractor may not enter into a Contract unless the Consultant/Contractor/Company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/Contractor/Company that is not enrolled and uses the E-Verify system, and such Company is obligated to do so. The Village may ask for verification that the Consultant/Contractor/Company has registered and is using the E-Verify system. The Consultant/Contractor/Company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

### **Article 29. Warranty**

~~The Contractor shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Contractor uses to carry out the Contract. The Contractor specifically agrees that the warranties of MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.~~

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

\_\_\_\_\_  
Nick Marano, Village Manager

\_\_\_\_\_  
Owner/Principal, Title

Attest:

\_\_\_\_\_  
Village Clerk  
Missy Arocha

APPROVED AS TO FORM

\_\_\_\_\_  
Village Attorney  
John C. Dellagloria

## **Attachments to this Solicitation**

**Exhibit “A”: Village of Palmetto Bay – 2024 Census**

**(.PDF FILE)**