

# REQUEST FOR PROPOSALS

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.:

1819-43-013

## DUE DATE:

Thursday, June 6<sup>th</sup>, 2019 at 3:00pm

## ISSUED:

Thursday, May 9<sup>th</sup>, 2019

## CONTACT PERSONS:

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## SECTION 1.0: Advertisement



### REQUEST FOR PROPOSALS (RFP)

#### EMPLOYEE BENEFITS BROKER/AGENT OF RECORD

**No. 1819-43-013**

The Village of Palmetto Bay is accepting sealed proposals from qualified vendors to provide broker/ agent of record professional services for all health, dental, life, and other related employee benefit programs. Sealed proposals must be received by the Village Clerk at Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Thursday, June 6<sup>th</sup>, 2019, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud.

To guard against premature opening, each proposal shall be submitted to the Office of the Village Clerk in a sealed envelope plainly marked clearly labeled "EMPLOYEE BENEFITS BROKER/AGENT OF RECORD," and include the solicitation number, Broker/Agent name, and time and date of the proposal opening. Proposals shall be submitted using the forms and following the instructions provided in the solicitation package. To be considered, all interested parties you must submit (1) original, one (1) copy, and one (1) electronic copy of the required information and documents in one (1) sealed package. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

Bid documents may be obtained on or after Thursday, May 9<sup>th</sup>, 2019 after 9:00 a.m. at [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) , go to the business tab and click "Bids&RFPs". The proposer will be able to download the RFP document. If having difficulty, a copy will be provided, please contact Litsy Pittser at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov). The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, 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.

## **SECTION 2.0: Introduction**

The Village of Palmetto Bay (Village) is a municipality in south Miami-Dade County of approximately 24,000 residents. The Village currently employs fifty-five (55) full-time employees and thirty-three (25) part-time employees. Health and other fringe benefits are extended to the full-time employees and the five-member Village Council. Part-time employees are not eligible for fringe benefits but are encouraged to participate in health wellness initiatives.

### **Insurance Benefits Information**

The Village of Palmetto Bay 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 (3) councilmembers are currently participating in the Village’s health plan, for a total of fifty-eight (58) participating employees. The most current employee census information is attached to this document as a .pdf.

Medical benefits are presently offered through AvMed and eligible employees have a choice between the Open Access HMO and the POS plans. Plans pertaining to vision, life, and accidental death and dismemberment benefits are offered through United Healthcare.

For dental insurance, employees can select between two plans under United Healthcare or between two plans with Florida Dental Benefits. The two dental plans offered through United Healthcare include the PPO and the DMO option. Employees may also opt to elect between the High Option and the Enhanced Option plans with Florida Dental Benefits. Both plans with Florida Dental Benefits provide in-network benefits only with no annual maximums, annual deductibles or waiting periods.

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 elected 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 \$1,150 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>.

**END OF SECTION**

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

### **3.00 Requirement to Meet All Provisions**

Each individual or Broker/Agent submitting a proposal (Broker/Agent) shall meet all the terms and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the Broker/Agent acknowledges agreement with and acceptance of all provisions of the RFP specifications.

The terms "Bidder", "Proposer" or "Vendor," as used throughout this RFP, include any person or entity making a proposal herein to Village or providing goods or services to Village.

### **3.01 Errors and Omissions in RFP**

Proposers are responsible for reviewing all portions of this RFP, including all terms. Proposers are to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### **3.02 Inquiries Regarding RFP**

Inquiries regarding the RFP and all oral notifications of intent to request written clarification of the RFP, must be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Office of the Village Manager  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Inquiries must be received (6 calendar days) prior to proposal due date, Thursday, May 30<sup>th</sup>, 2019, at 3:00pm.

### **3.03 Objections to RFP Terms**

Should Proposer object on any ground to any provision or legal requirement set forth in this RFP, the Broker/Agent must, not more than ten (10) calendar days after the RFP is issued, provide written notice to the Department of Finance, Procurement Specialist (Department) setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. Without limiting the generality of the foregoing, the information provided in or in conjunction with this RFP is provided solely for the convenience of the interested parties. It is the responsibility of parties to assure themselves that any information contained in or related to this RFP is accurate and complete. No representations, assurances, or warranties pertaining to the accuracy of such information are, or will be, provided by the Department and no claim may be brought against Department as a result of the presentation of such information, irrespective of its accuracy, completeness, or general utility.

### **3.04 Addenda to RFP**

The Department may modify 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 person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, the proposer shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. 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 to the Proposer unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.

### **3.06 Revision of Proposal**

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

### **3.07 Laws and Ordinances**

The Proposer shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and Proposer standards that would apply to this agreement.

### **3.08 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 a Request for Proposals; and
- 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.
- Change selection committees/panel

### **3.09 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 take action on account of any failure by a Broker/Agent to observe any provision of this RFP.

### **3.10 Cone of Silence**

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until 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 solicitation 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 contractor, service provider, lobbyist, or Contractor and any Council member, employee of the Village of Palmetto Bay is prohibited. Communication during the cone of silence can only be directed to the Procurement Specialist named herein provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### **3.11 Submittal and/or Presentation Costs**

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of an agreement. This includes costs incurred by the Proposer as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer’s risk.

### **3.12 Certification**

The signer of the Response (to this RFP) must declare by signing the required forms that the person(s), Broker/Agent(s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), Broker/Agent(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), Broker/Agent(s) and parties identified in the Response.

### **3.13 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. 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.

### **3.14 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Proposer is awarded.

### **3.15 Village Authority**

Broker/Agent proposals will be awarded at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

### **3.16 Insurance**

Upon Village's notification of award, the selected 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 Broker/Agent 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, or 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.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby 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 Proposer of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer 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 Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement 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 Agreement 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 Agreement, 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 Agreement 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 agreement.



### **3.17 Accounting**

If applicable, the Proposer shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

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

### **3.18 Statement of Agreement Disqualifications**

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

### **3.19 Submittal of One Proposal Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Broker/Agent submitting a proposal, or who has quoted prices on materials to such Broker/Agent, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Broker/Agents submitting proposals.

### **3.20 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents 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 shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

### **3.21 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the agreement in the event that sufficient funds to complete the agreement are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.22 Property of the Village**

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

### **3.23 Disclosures and Potential Conflicts of Interest**

The Village of Palmetto Bay Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest in profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village of Palmetto Bay requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the Village of Palmetto Bay, its officials, and/or employees. If the Proposer discovers a

potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the Village of Palmetto Bay official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the Village of Palmetto Bay to take appropriate measures to ensure the fairness of the proposal process.

### **3.24 Litigation**

All 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 herein, in which the Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

### **3.25 Subcontractors**

If any Proposer submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name(s) of the proposed subcontracting party(ies) must be clearly disclosed in the proposal. Following the award of the agreement, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay.

### **3.26 Anti-Discrimination**

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

### **~~3.27 Quality – Not Applicable for this RFP~~**

~~All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new. The items covered by this RFP must be new, the latest model, of the best quality, and highest grade workmanship.~~

### **3.28 Legal Requirements**

Federal, state, county and Village laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

### **3.29 Protests, Appeals and Disputes**

An agreement may not be awarded to the Bidder/Proposer, unless the bid tabulation is posted at the Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida, ten (10) days prior to award of agreement. Protests must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council. Should the matter not be resolved to the satisfaction of the Bidder/Proposer, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all agreements, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void. All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

### **3.30 Disclaimer**

The Village Manager may, in his sole and absolute discretion accept or reject, in whole or in part, for any reason whatsoever any or all Proposals received pursuant to this RFP; re-advertise this RFP; postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the RFP process. Proposals that are not submitted on time and/or do not conform to the Village of Palmetto Bay's requirements will not be considered. The Village of Palmetto Bay reserves the right to determine, at its sole discretion, whether any aspect of the proposal satisfies the criteria established in this RFP. In all cases the Village of Palmetto Bay shall have no liability to any Bidder/Proposer for any costs or expense, incurred in connection with this RFP or otherwise.

### **3.31 Business Entity Disclosure Statement**

Bidder or Vendor 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 Bidder or Vendor, 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 Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor 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, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village. Bidder or Vendor must complete and execute the Business Entity Affidavit form.

### **~~3.32 Force Majeure – Not Applicable for this RFP~~**

~~The performance of any act by the Village or contractor hereunder 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 forces and in such event the Village shall withhold payment due contractor 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 its agreement or contract with the vendor.~~

### **3.33 Copeland "Anti-Kickback"**

Vendor and all subcontracting parties will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**~~3.34 — Work Delays – Not Applicable for this RFP~~**

~~Should the Vendor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Vendor. In the event that there is insufficient time to grant such extensions prior to the completion date of the agreement, 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, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.~~

**~~3.35 — Bid Guaranty – Not Applicable for this RFP~~**

**~~3.36 Pre-Proposal Meeting – Not Applicable for this RFP~~**

**END OF SECTION**

## **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 of Palmetto Bay is seeking proposals from qualified vendors 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 vendor 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 vendor 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.

### **Scope of Work**

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

1. 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...
2. Alert the Village of any existing or potential gaps or overlaps in coverage.
3. 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.
4. Assist in preparing a comprehensive Employee Benefit Guide annually, and any other educational and promotional materials when requested by the Village.
5. Perform an annual analysis of the Village's benefit plan design to contain costs and maximize benefits; consider and report utilization trends for the group.
6. Collect and provide benchmarking data 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.
7. 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.
8. Establish relationships with those providers that will most greatly benefit the needs of the Village.
9. Coordinate Section 125 benefits via third-party administration, if requested by the Village.

10. 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.
11. Coordinate and organize an annual employee health fair, and prepare all necessary related materials.
12. 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.
13. 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.
14. Assist with the resolution of all employee claims, inquiries, complaints, issues, and all employer eligibility and billing disputes.
15. Conduct an annual employee survey to identify advantages and deficiencies in the Village's benefit plan. Prepare a findings report along and action plan to address concerns.
16. 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.

#### **4.01 Acronym Descriptions**

ACA – Affordable Care Act

HIPAA – Health Insurance Portability and Accountability Act

OPEB – Other Post-Employment Benefits

COBRA – Consolidated Omnibus Budget Reconciliation Act

**END OF SECTION**

## **SECTION 5.0: Submittal Requirements**

### **Time and Place for Submittal of Proposals**

**Proposals must be received by 3:00 p.m., on Thursday, June 6<sup>th</sup>, 2019. Late submittals will not be considered.**

Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.

Proposals must be delivered in person and left at the front desk or mailed to:

Missy Arocha, Village Clerk  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Clearly labeled "Employee Benefits Broker/Agent of Record," and include the solicitation number, Broker/Agent name, and time and date of the proposal opening.

### **5.00 Format and Content of Proposals**

Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Submit one (1) original, one (1) copy, and one (1) electronic copy on a flash drive of your complete submittal package.

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.

- A. Title Page: Proposer shall identify the RFP number and title, the name of the firm and corporate address and telephone number, name and title of the contact person, email address and date of submission.
- B. Table of Contents: Shall clearly identify the contents of the RFP package by section and page number.
- C. 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 firm the best choice for the Village of Palmetto Bay. The letter must be less than two (2) pages in length.
- D. 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.
- E. Licensing: Provide copies of your individual and/or firm'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.

- F. References: Provide the information requested on the Village's Reference Form found in Section 8.0, from three (3) organizations to which your firm has provided similar services for the past three (3) years. Municipal or government clients are preferred.
  
- G. Compensation Method: Complete the Compensation Method form found in Section 8.0

**END OF SECTION**



**SECTION 6.0: Evaluation and Selection Criteria**

**6.00 Evaluation Criteria**

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’s Qualifications & Experience	20 points
Understanding of Scope of Services & Approach	20 points
Ability to Provide the Services Required of the Village	25 points
Accessibility	15 points
Compensation	20 points
Maximum Total	100 points

**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:

- A. Adhere to one or more of the provisions established in this Request for Proposal.
- B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.
- C. Submit a response on or before the deadline and complete all required forms.
- D. To fulfill a request for an oral presentation.
- E. 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-ranked Proposers prior to final selection and recommendation to the Village Council. The Village will not be liable for any costs uncured 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 Request for Proposal. No other factors or criteria which are not listed in this RFP shall be used in the evaluation.

## **6.02 Agreement Award**

### **A. Proposal Retention and Award of Agreement**

The Village reserves the right to retain all proposals for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

The Village may award an Agreement based on the initial response, without negotiations. As such, the Proposer's response shall be complete and shall contain the firm's best terms from a technical and monetary standpoint.

Upon award of an Agreement, the contents of the response provided by the Proposer may be included as part of the Agreement at the Village's sole discretion. Responses that are conditioned to mandatory additions, deletions or revisions to the terms contained in the Agreement may be rejected as non-responsive.

The Village reserves the right to execute or not execute, as applicable, the Agreement with the Proposer, based on the best interest of the Village. If the Village is unsuccessful in negotiating an Agreement with the highest-ranked firm, the negotiations with such firm shall be terminated and the Village, at its discretion, may attempt to negotiate an Agreement with the next highest-ranked firm and so on. The Village does not represent that any award will be made.

### **B. Competency and Responsibility of Proposer**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Proposers. Proposers will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

### **C. Agreement Requirement**

The Village anticipates awarding an agreement to the successful Proposer for a three (3) year period with an extension option for two additional (2) one-year periods. One Proposer shall be selected under this solicitation to provide the services requested herein. The successful Proposer shall be required to execute an Agreement with the Village. A draft agreement is attached hereto as Attachment A and it is hereby incorporated into and made part of this RFP.

Proposer, by submission of its response to this solicitation, agrees to execute the Agreement in substantially the form provided herein. Without diminishing the foregoing, the Proposer may request clarifications and submit comments concerning the Agreement for the Village's consideration.

**D. Insurance Requirements.**

The Broker/Agent shall provide proof of insurance in the form, coverage's and amounts specified in Section 3.16 of these specifications within 10 (ten) calendar days after notice of agreement award as a precondition to agreement execution.

**E. Business License & Tax.**

The Broker/Agent must have a valid Village of Palmetto Bay business license and tax certificate before execution of the agreement.

**F. Failure to Accept Agreement.**

The following will occur if the Broker/Agent fails to enter into the agreement: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Broker/Agent's bond or security is required; and an award may be made to the next highest ranked Broker/Agent with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**END OF SECTION**

**SECTION 7.0: Schedule**

**7.00 Schedule**

The anticipated schedule for selection of Broker/Agent is shown below:

<b>Proposal Phase</b>	<b>Date</b>	<b>Location</b>	<b>Time (If Applicable)</b>
RFP is advertised and issued by Village	Thursday, May 9 <sup>th</sup> , 2019	www.palmettobay-fl.gov	9:00 AM
Deadline for Submission of written questions or requests for clarification	Thursday, May 30 <sup>th</sup> , 2019	N/A	3:00 PM
Proposal Submission Due	Thursday, June 6 <sup>th</sup> , 2019	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	3:00 PM

**END OF SECTION**

**SECTION 8.0: Required Proposal Submission Forms**

**PROPOSER'S QUALIFICATION STATEMENT**

**INSTRUCTIONS:** Please complete this questionnaire in its entirety. Where a one-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-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 Firm**

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. Firm's legal name and address:

---



---

2. Date incorporated/ formed:

---

3. Has your firm been debarred or suspended within the past five (5) years?  No  Yes  
 If yes, please explain. Please attach a one-page response.

---

4. How many insurance agents does your firm employ?

---

5. How many clients does your firm currently represent?

---

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 3 years. Please attach a one-page response.

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

9. List any insurance and/or benefits companies that your firm 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-page response.

10. Describe any special experience that your firm may have in providing brokerage services to small groups. Please attach a one-page response.

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

15. What is your firm's philosophy on pricing for recurring work? Please attach a one-page response.

16. Do you provide an annual cost estimate to your clients based on expected service utilization?

---

17. How would you report your earned commission to the Village, and how often?

---







Please provide the information requested below from three (3) firms to which your firm has provided similar services for the past three (3) years. Municipal or government clients are preferred.

# VILLAGE OF PALMETTO BAY ■ REFERENCE FORM



Solicitation Information: \_\_\_\_\_  
\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

### Project Information:

Title/Scope of Work: \_\_\_\_\_

Initial Value of Contract: \_\_\_\_\_ Final Value of Contract: \_\_\_\_\_

Was the work performed timely: \_\_\_ Yes \_\_\_ No

Was the work performed to acceptable quality standards: \_\_\_ Yes \_\_\_ No

Would you enter into a contract with the vendor in the future? \_\_\_ Yes \_\_\_ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? \_\_\_ Yes \_\_\_ No

Total number of change orders: \_\_\_\_\_ Were any contractor driven: \_\_\_\_\_

Number of RFI's submitted by the vendor: \_\_\_\_\_

If you responded no to any of the above, please provide details:

\_\_\_\_\_  
\_\_\_\_\_

### Comments:

\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: \_\_\_\_\_

Name of Individual completing this form: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Litsy C. Pittser, Procurement Specialist

**COMPENSATION METHOD**

The Village of Palmetto Bay 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

\_\_\_\_\_  
 Firm's Name \_\_\_\_\_  
 Date

**DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid 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 Bids will be followed if none of the tied vendors 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 Bid 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 Bid, 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 Broker/Agent complies fully with the above requirements.

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

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

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

Broker/Agent: \_\_\_\_\_

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

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Broker/Agent warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Broker/Agent 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. Broker/Agent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

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

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

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

Broker/Agent: \_\_\_\_\_

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

**NON-COLLUSIVE AFFIDAVIT**

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

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

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: \_\_\_\_\_ the Broker/Agent 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 Broker/Agent 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 Broker/Agent 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 Broker/Agent 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: \_\_\_\_\_

Broker/Agent: \_\_\_\_\_

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

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

**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: \_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_ )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or agreement 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 States 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, or 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 agreement and which Proposals or applies to Proposal on agreements 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: \_\_\_\_\_

Broker/Agent: \_\_\_\_\_

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

CONTINUED ON FOLLOWING 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

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**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: \_\_\_\_\_

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.)*

I, being duly first sworn state: That the above named Broker/Agent, 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.

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

- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

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

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

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

Broker/Agent: \_\_\_\_\_ 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

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / BIDDER DISCLOSURE)**

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 City State Zip Code*

**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 agreement 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 agreement or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Broker/Agent: \_\_\_\_\_

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

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

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

To: The Village of Palmetto Bay,

We \_\_\_\_\_ (Broker/Agent), hereby acknowledge and agree that we, as the Prime Broker/Agent for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, RFP# **1819-43-013**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, 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 :

\_\_\_\_\_  
(Sub-Broker/Agent's Names) to comply with such act or regulation.

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

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

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

Broker/Agent: \_\_\_\_\_

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 bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its design Broker/Agents, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Broker/Agent or by an officer of the corporation.

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

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

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

Broker/Agent: \_\_\_\_\_

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.

Continued Next Page

WITNESS my hand and official seal

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NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

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(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

- Personally known to me, or
- Produced identification:

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(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.



**STATEMENT OF PAST AGREEMENT DISQUALIFICATIONS**

The Broker/Agent 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: \_\_\_\_\_

Broker/Agent: \_\_\_\_\_

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 ▶
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### General Instructions

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

**Future developments.** The IRS has created a page on [www.irs.gov](http://www.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: \_\_\_\_\_  
Broker/Agent

\_\_\_\_\_  
Address

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

PROJECT DESCRIPTION: Employee Benefits Agent/Broker of Record  
RFP No. 1819-43-013 in accordance with Agreement Documents  
as prepared by the Village

Gentlemen:

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

Two (2) sets of the Agreement Documents for this Project are attached. Your attention is invited to the provision whereby the Agreement shall be executed and delivered to the Owner and all other requirements of the Request for Proposal met within ten (10) consecutive calendar days from \_\_\_\_\_ (Date).

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Attachment(s)

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

TO: \_\_\_\_\_  
Broker/Agent

\_\_\_\_\_  
Address

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

PROJECT DESCRIPTION: Employee Benefits Agent/Broker of Record  
RFP No. 1819-43-013 in accordance with Agreement Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Agreement for the above Project has been forwarded to you through the Engineer. 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 Agreement Documents on the Commencement date. Said date shall begin the Agreement Time.

The Village of Palmetto Bay Human Resources Director and/or his/her designee will be responsible for this project.

Sincerely yours,

Litsy C. Pittser  
Procurement Specialist

**SECTION 10.0: Exhibits**

VILLAGE OF PALMETTO BAY  
EMPLOYEE BENEFITS AGENT/BROKER OF RECORD AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as "Broker/Agent" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Proposals ("RFP") on \_\_\_\_\_, and

WHEREAS, Broker/Agent submitted a Proposal dated \_\_\_\_\_ in response to the Village's request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Broker/Agent and agreed to enter into an Agreement with Broker/Agent to perform the services described in the RFP and Broker/Agent's Proposal submitted in response to the RFP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Scope of Work and Proposal Documents prepared by the Village for Employee Benefits Agent/Broker of Record, RFP No. 1819-43-013 (Exhibit 1).
- (ii) Broker/Agent's Proposal for the Village of Palmetto Bay in response to Exhibit 1 and dated \_\_\_\_\_. (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

Article 2      Scope of Work

A. Broker/Agent agrees to provide the Services (hereinafter inclusively referred to as the “Services”) as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2. Furthermore, Broker/Agent shall furnish all the materials, software programs, supplies and labor necessary to perform the Services.

B. Broker/Agent agrees to present health insurance options in accordance with the Services detailed in the Documents, no later than August 1<sup>st</sup> each year. The Village Manager may extend this time in circumstances which are beyond the Broker/Agent’s control or for the convenience of the Village. Such date shall be modified accordingly by written notification from the Village to the Broker/Agent if the Village’s benefits plan year changes.

Article 3      Qualifications

A. Broker/Agent represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1. Broker/Agent assumes professional and technical responsibility for the performance of its services to be provided under this Agreement in accordance with recognized professional standards of good consulting and management practices.

B. Broker/Agent and the individual executing this Agreement on behalf of the Broker/Agent warrant to the Village that the Broker/Agent is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Broker/Agent possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Broker/Agent shall comply with all local, state and federal regulations that apply. Broker/Agent shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4      Payment and/or Fees

A. The Village agrees to pay or provide for the insurance carrier to pay the Broker/Agent for the faithful performance of this Agreement for work completed in accordance with the fee schedule provided in Exhibit 2.

B. For payment purposes, the Broker/Agent shall perform the work specified in the Documents and the Broker/Agent shall either invoice the Village for work performed when work is completed or obtain compensation as a commission from the health insurance carrier. When applicable, the Broker/Agent shall submit invoices detailing the services provided, project, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

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

Article 7      Termination

**A. Termination/Cancellation of Agreement without Cause**

Either Party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party, except that if the Broker/Agent desires to terminate the Agreement within three months prior to the open enrollment period, ninety (90) days prior written notification shall be required from the Broker/Agent to the Village. Termination or cancellation of the agreement will not relieve the Broker/Agent of any deliverables and work product due prior to the termination of the Agreement (this will include 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 Agreement, or after termination in the Village's discretion if needed for a post agreement audit of money due on Broker/Agent's performance). Termination or cancellation of the agreement will not relieve the Broker/Agent of any obligations or liabilities resulting from any acts committed by the Broker/Agent prior to the termination of the agreement.

**B. Termination Because of Default**

Without waiving the right to terminate without cause on as provided in Section A above, a party may issue a written notice to the other claiming that the other party is in breach of agreement and giving the other party ten (10) calendar days to cure the default. If the alleged breach of agreement is not cured, then the party serving the notice may terminate the Agreement and be excused from further performance following termination. However, termination of the Agreement will not relieve the Broker/Agent of any deliverables and work product due prior to the termination of the Agreement (this will include 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 Agreement.)

Article 8      Hold Harmless and Indemnification of the Village

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 or business interruption on account of the Village's decision to terminate this Agreement. Additionally, the Broker/Agent agrees that in the event this Agreement is terminated for the Village's breach, the damages that Broker/Agent may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Agreement may be terminated by the Village without cause on thirty (30) days' notice.

Article 9      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a three (3) year period, with an extension option for two (2) additional one (1) year periods, or until terminated by the Village as herein set forth. Continuation of this Agreement beyond the initial three (3) year period is at the discretion of the Village, and not a right of the Broker/Agent. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village.



Should the Village exercise its option to continue this this agreement, it shall be only for the Services (as defined within) agreed to in this Agreement.

Article 10      Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Broker/Agent under this Agreement, audit, or cause to be audited, those books and records of Broker/Agent which are related to Broker/Agent's performance under this Agreement. Broker/Agent agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Broker/Agent's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Broker/Agent under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Broker/Agent shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 11      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Broker/Agent. The Broker/Agent shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Broker/Agent authorized to use the Village's Tax Exemption Number in securing such materials.

The Broker/Agent shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 12      Indemnification

Broker/Agent shall indemnify 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, 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 Agreement by the Broker/Agent or its employees, agents, servants, partners, principals or sub-Broker/Agents. Broker/Agent 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, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Broker/Agent expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Broker/Agent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the agreement amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.



Article 13      Insurance

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Broker/Agent. Certificates of Insurance must be submitted 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 Broker/Agent 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, or 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.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Broker/Agent hereby 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 Broker/Agent of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Broker/Agent 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 Broker/Agent fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Broker/Agent shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the Village.

The Broker/Agent 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 Agreement, 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 Broker/Agent 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 Agreement 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 agreement.

Article 14      Modification/Amendment

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

Article 15      Severability

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

Article 16      Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 17      Waiver

The failure of either party to this Agreement 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 Agreement shall not be construed as 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 Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Broker/Agent of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Broker/Agent 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 Broker/Agent, whether or not similar to the act so consented to or approved.

Article 18      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

For VILLAGE:  
Village of Palmetto Bay  
Edward Silva, Village Manager  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157  
Telephone: 305-259-1234  
Email: [esilva@palmettobay-fl.gov](mailto:esilva@palmettobay-fl.gov)

Copy to:  
Village of Palmetto Bay  
Olga Cadaval, Deputy Manager/Human Resource  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157  
Telephone: 305-259-1234  
Email: [ocadaval@palmettobay-fl.gov](mailto:ocadaval@palmettobay-fl.gov)

For CONTRACTOR:

Name:

Address:

Email Address:

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 19      Independent Broker/Agent

Broker/Agent is and shall remain an independent Broker/Agent and is not an employee or agent of the Village. Services provided by Broker/Agent shall be by employees of Broker/Agent and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Broker/Agent shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Broker/Agent. The rights granted to Broker/Agent hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Broker/Agents to perform services including those hereunder.

Article 20      Assignment

The Broker/Agent shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, including any or all of its right, title or interest therein, or his or its power to execute such Agreement to any person, company or corporation without prior written consent of the Village. The Broker/Agent shall not assign, transfer or pledge any interest in this agreement without the prior written consent of the Village; provided, however, that claims for money by the Broker/Agent from the Village under this Agreement may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Broker/Agent to the Village. None of the work or services under this Agreement shall be subcontracted unless the Broker/Agent obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Agreement and the Broker/Agent shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

Article 21      Prohibition Against Contingent Fees

Broker/Agent warrants that it has no employees or retained any Broker/Agent or person, other than a bona fide employee working solely for Broker/Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Broker/Agent, corporation, individual or Broker/Agent, other than a bona fide employee working solely for Broker/Agent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 22      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Broker/Agent all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 23      Conflict of Interest

Broker/Agent agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 24      Binding Effect

All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 25      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 26      Captions and Paragraph Headings

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

Article 27      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 28      Counterparts

This Agreement 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 agreement.

Article 29      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 30      Jurisdiction and Venue

For the purposes of this agreement, Florida law shall govern the terms of this agreement. Venue shall be in Miami-Dade County, Florida.

Article 31      Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of agreement or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 32      Permits, Licenses and Filing Fees

The Broker/Agent shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Broker/Agent's work.

Article 33      Safety Provisions

The Broker/Agent shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 34      Public and Employee Safety

Whenever the Broker/Agent'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 and employees.

Article 35      Preservation of Village Property

The Broker/Agent 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 Broker/Agent's operations, it shall be replaced or restored at the Broker/Agent's expense. The facilities shall be replaced or restored to a condition as good as when the Broker/Agent began work.

Article 36      Immigration Act of 1986

The Broker/Agent warrants on behalf of itself and all sub-Broker/Agents engaged for 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 hereunder.

Article 37      Broker/Agent Non-Discrimination

In the award of subcontracts or in performance of this work, the Broker/Agent agrees that it will not engage in, nor permit such sub-Broker/Agents as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 38      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Broker/Agents are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Broker/Agent and all sub-Broker/Agents named in its proposal 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 site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Broker/Agent to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Broker/Agent. An ambiguity or defect shall be considered patent if it is of such a nature that the Broker/Agent, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Broker/Agent or sub-Broker/Agents to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Broker/Agent to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the agreement, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Broker/Agent shall immediately notify the Village in writing, and the Broker/Agent and all sub-Broker/Agents shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Broker/Agent's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 39      Warranty Of Authority

The signatories to this agreement warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this agreement and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

Article 40      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

BROKER/AGENT

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Edward Silva  
Print Name

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

Village Manager  
Title

\_\_\_\_\_  
Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

\_\_\_\_\_  
Witness

APPROVED AS TO FORM BY

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

\_\_\_\_\_  
Dexter Lehtinen  
Village Attorney

## VILLAGE OF PALMETTO BAY – 2019 CENSUS

Presented as a separate .pdf file to be included with this RFP