

REQUEST FOR PROPOSAL

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



TITLE:

Village of Palmetto Bay – Property, Liability and Workers' Compensation

RFP NO.:

1920-06-011

DUE DATE:

Monday, August 24th, 2020 at 3:00pm (Municipal Building)

ISSUED:

Wednesday, April 29th, 2020

CONTACT PERSON:

Mr. Desmond Chin
Director of Finance
DChin@Palmettobay-fl.gov

Mrs. Litsy C. Pittser
Procurement Specialist
Office of the Village Manager
Procurement Division
LPittser@palmettobay-fl.gov

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SECTION 1.0: Advertisement



Village of Palmetto Bay REQUEST FOR PROPOSAL (RFP)

Village of Palmetto Bay – Property, Liability and Workers' Compensation

No. 1920-06-011

The Village of Palmetto Bay is currently soliciting proposals from qualified companies to provide the Village with a comprehensive package that will best benefit the Village's insurance requirements. These services are to be provided with certain performance measures defined by this RFP.

Sealed proposals will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, **no later than 3:00 p.m. on or before Monday, August 24TH, 2020** at which time they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the proposal document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under RFP&RFP's. Documents shall be available on **Wednesday, April 29th, 2020 at 9:00am**. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser in writing at 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. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at LPittser@palmettobay-fl.gov.

SECTION 2.0:

Introduction

Background Information

The Village of Palmetto Bay is the 33rd incorporated municipality in Miami-Dade County. Its borders are SW 136th street to the north, US 1 to the west, Biscayne Bay to the east, and SW 184th street to the south. The Village is approximately eight square miles, comprised primarily of residential properties, and its business district is concentrated along the US 1 corridor.

The Village of Palmetto Bay was incorporated in 2002 and operates under the Council/Manager form of government. The Village Council is comprised of the Mayor, Vice-Mayor, and three Council Members elected Village-Wide. The Mayor and Council Members term is for four years, as of November 2012, the length of service was extended to three terms, but no person may serve more than two terms in any one position. The Village Council is responsible for enacting laws (resolutions, ordinances, and regulations) governing the Village, as well as appointing the members of various advisory committees, and hiring the Village Manager, Village Clerk and Village Attorney. The Village Manager is responsible for enforcement of all laws, provisions of the Charter and directives of the Council, appointment of department heads with Council approval, and oversight of the operations of the Village.

The Village operates with a small, highly qualified core staff, and outsources several major functions including police protection, public works construction, and building inspections. The Village maintains a close working relationship with Miami-Dade County for such services as refuse collection, debris cleanup, fire protection, and libraries. The Village also works closely with all public and private schools serving Village residents.

The Mayor and Council Members are also the Board of Directors for the Palmetto Bay Foundation, Inc. The purpose of the Foundation is to raise the educational and quality of life concerns of the residents of the Village of Palmetto Bay, and to foster and promote community wide interest and concern for the history and preservation of the Village of Palmetto Bay. The Foundation is presented as a blended component unit in the financial statements as the Village has operational responsibility for the Foundation.

The annual budget serves as the foundation for the Village of Palmetto Bay's financial planning and control. All departments of the Village are required to submit proposed budgets to the Village Manager, who then makes any necessary revisions. The Village Manager then presents to the Village Council for

their review, a budget estimate of the revenues and expenditures of all the Village's departments. Two public hearings are conducted, to inform the taxpayers of the proposed budget and to receive their comments. A majority affirmative vote of the quorum is needed to adopt the budget, which is legally enacted prior to October 1 by the passage of an ordinance. The Village's budget is approved at the fund level. The Village Manager may amend the adopted budget for adjustments between departments administratively, but the Village Council must approve all budget adjustments between funds. Supplemental appropriations of revenues in excess of the adopted budget may be appropriated by the Council by way of an ordinance.

Budget-to-actual comparisons are provided in this report for the general fund for which an appropriated annual budget has been adopted.

The Village of Palmetto Bay is a medium-sized municipality serving approximately 24,000 citizens. The majority of the Village's ad-valorem taxes are derived from its residential properties with an average taxable value for fiscal year 2017 of \$266,048, which is a 2.5% increase from prior year. The average County residential taxable value is \$205,220. Total property values for the Village increased by 4.25%. The foundation of Palmetto Bay is its low-density residential development that serves as housing for employment centers north of the Village. Commercial and office uses are primarily oriented towards the U.S. 1 corridor and consists of ten major auto dealerships, several large-box retailers, retail shopping plazas, and multiple office buildings. Two other concentrations of commercial uses are located in the eastern portion of the Village and include retail service uses and a class A office park development. The latest US Census classifies the Village residents as middle to upper-middle class. The Village residents support the local businesses which results in a stable local economy.

General Information

COVERAGES REQUESTED

The following items are desired in arranging the overall insurance program for the Village of Palmetto Bay (The Village). In some instances, all items may not be available or may require modification. The Village will consider modified proposals to the extent that they provide adequate coverage and in view of the overall program objectives.

Coverage is requested for:

- Real and Personal Property to include Business Income coverage
- Premises and Operations Liability (General Liability)
- Vehicle Liability
- Vehicle Physical Damage
- Public Officials Liability to include Employment Practices Liability (EPLI)
- Workers' Compensation/Employers Liability
- Cyber Liability
- Active Assault Coverage

SOVEREIGN IMMUNITY

It should be recognized by all proposers and insurers that as a governmental entity, the Village enjoys the protection of Sovereign Immunity as specified in Florida Statute §768.28. All proposers and insurers are expected to be fully familiar with the provisions of this statute.

2.1

Estimated Schedule

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Wednesday, April 29th, 2020	Posted on Daily Review and Villages' Website	
Last day to Submit Questions	Tuesday, August 13 th , 2020	Emailed to: LPittser@palmettobay-fl.gov	3:00pm EST
Proposal Submission Date – Bid Opening	Monday, August 24th, 2020	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 pm EST

2.2

Contract Award

A. Proposal Retention and Award

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

B. Competency and Responsibility of Company

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

C. Contract Requirement.

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

D. Insurance Requirements.

The Company shall provide proof of insurance in the form, coverage's and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

E. Business License & Tax.

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

F. Completion of Contract.

The contract term commences after the contract has been executed fully and will remain in full effect on a yearly basis unless terminated by the Village of Palmetto Bay.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.00 Requirement to Meet All Provisions

Each Vendor submitting a proposal (Vendor) shall meet the terms and conditions of the REQUEST FOR PROPOSAL (RFP) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Vendor acknowledges agreement with and acceptance of all provisions of the RFP specifications.

3.01 Errors and Omissions in RFP

Vendors are responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Vendors are to promptly notify the Village's Procurement Specialist, in writing, if the Vendor 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) 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, including requests for clarification of the RFP, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Tuesday, August 13th, 2020 at 3:00pm.

3.03 Addenda to RFP

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

Notwithstanding this provision, the Vendor 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 shall 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.

3.04 Proposal Withdrawal and Opening

A Vendor 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 Vendor unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Vendors 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. If the Vendor chooses to withdraw their proposal after the Vendor has been granted the award, there will be fees that will be incurred to the Vendor as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. Vendors or their representatives are invited to be present at the opening of the proposals.

3.05 Revision of Proposal

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

3.06 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 PROPOSAL; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures to include examiners, committees, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.

- Any late withdrawal from a Vendor that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Vendor.

3.07 No Waiver

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

3.08 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_S_2-138COSI.

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 vendor, service provider, Vendor, lobbyist, or Vendor and the Procurement Specialist named herein

Vendor solicitation is exempt from the Vendor. Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

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

Vendors are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Vendor's risk.

3.10 Certification

The signer of the Response (to this RFP) must declare by signing all the required forms Vendor included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Vendor/Vendor List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Vendor Past Contract Disqualifications

3.11 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. Personal financial statements are exempt from public records and will be confidential.

3.12 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 Vendor is awarded.

3.13 Insurance

Upon Village's notification of award, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Vendor shall invoice each month to the Village of Palmetto Bay, Finance Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

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

3.16 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 Vendor submitting a proposal, or who has quoted prices on materials to such Vendor, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Vendors submitting proposals.

3.17 Non-Appropriation of Funds

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

3.18 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.

3.19 Litigation

All Vendors 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 Vendor, any of its employees, or sub-vendor has been involved in within the last three (3) years.

3.20 Sub-Vendor

If any Vendor submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Vendor(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay. The subcontracting vendor shall need to abide by all the requirements as the prime Vendor.

3.21 Indemnification

The Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the agreement by the Vendor or its employees, agents, servants, partners, principals or sub-vendor. The Vendor 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 be incurred thereon. The Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor 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. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.22 Protests, Appeals and Disputes

The procedures and requirements for proposal protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.23 Force Majeure

The performance of any act by the Village or Vendor 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 personnel and in such event the Village shall withhold payment due Vendor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.24 Work Delays – Not Applicable

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 contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

END OF SECTION

SECTION 4.0: Scope of Services

4.00 Current Program

Following is a summary of the Village's current insurance program that is included in this RFP.

Coverage	Insurer	Policy Term	Limits	Deductible	Premium
Real and Personal Property	Florida Municipal Insurance Trust (FMIT)	10/1/19 to 9/30/20	Buildings - \$19,352,802 Contents - \$1,107,180 Unscheduled PITO – \$210,000	AOP - \$1,000 Named Wind – 5% Flood - \$500,000	\$178,492
Miscellaneous Inland Marine	Florida Municipal Insurance Trust (FMIT)	10/1/19 to 10/1/20	Scheduled - \$29,675 Unscheduled - \$1,000,000	\$500	Incl. in Real and Personal Property
Active Assailant Coverage	Florida Municipal Insurance Trust (FMIT)	10/1/19 to 10/1/20	\$1,000,000	\$2,500	Incl. in Real and Personal Property
Premises and Operations Liability	Florida Municipal Insurance Trust (FMIT)	10/1/19 to 9/30/20	\$5 Million per Occurrence (No Aggregate)	None	\$125,308
Public Officials and Employment Practices Liab.	Florida Municipal Insurance Trust (FMIT)	10/1/19 to 10/1/20	\$5 Million per Occurrence (No Aggregate)	None	Incl. in Premises and Operations
Vehicle Liability	Florida Municipal Insurance Trust (FMIT)	10/1/19 to 10/1/20	\$1 Million per Occurrence (No Aggregate)	None	\$10,230
Automobile Physical Damage	Florida Municipal Insurance Trust (FMIT)	10/19 to 10/1/20	Scheduled Vehicles	\$500	\$3,673
Workers' Compensation	Florida Municipal Insurance Trust (FMIT)	10/1/19 to 10/1/20	W/C – Statutory EL - \$1,000,000	None	\$64,420

The Village's current Premises and Operations Liability policy includes Breach Response & Cyber Liability) coverage with limits of \$1,000,000 subject to a \$35,000 deductible. Coverage is provided for:

- Business Interruption
- Cyber Extortion
- Data Recovery
- Data and Network Liability
- Regulatory Defense & Penalties
- Payment Card Liabilities and Costs

- Media Liability
- Fraudulent Instructions (\$50,000 limit)
- Funds Transfer Fraud (\$50,000 limit)
- Telephone Fraud (\$50,000 limit)
- Criminal Reward (\$5,000 limit and no deductible)

The Village views this protection as being highly valuable and desires to maintain similar coverage from its renewal program.

The Village also purchases several miscellaneous policies, such as Fuel Tank Liability, several NFIP Flood policies and Drone Liability coverage. These miscellaneous policies are not part of this RFP. However, the successful proposer may be requested to assume the administration of these policies.

RATING DATA

Rating data for each of the requested coverages is presented in separate sections for Requested Coverages.

LOSS HISTORY

The Village has enjoyed favorable loss history. Historical loss reports have been included as part of this RFP as separate documents. The Village normally receives loss runs quarterly. Due to the Coronavirus (COVID-19) pandemic March loss runs have not been received. Updated loss runs will be posted as an addendum if received.

EFFECTIVE DATE OF COVERAGE

October 1, 2020

MARKET ASSIGNMENTS

There will be no Market Assignments for this RFP. The Village does ask all agents to conduct themselves in a professional manner and not tie up markets they do not intend to use.

PAYMENT TERMS

The preferred method of payment is monthly. Complete details regarding payment terms, to include any and all finance charges must be fully disclosed.

SAMPLE FORMS OR POLICIES

Sample forms/endorsements and other coverage information are required as part of the proposal. If Insurance Services Office (ISO) forms are to be used, reference can be made to the form numbers and edition dates. If manuscript or non- ISO forms are to be used, specimen copies for review must be furnished.

RATE CHANGE/POLICY MODIFICATION

Ninety (90) days written notice is requested by the insurer prior to any increase in rates or modification resulting in restriction of existing policy terms or provisions required by the insurer including each annual renewal.

TERMINATION/NON-RENEWAL NOTICE

Ninety (90) days written notice is requested by the insurer for termination, non-renewal or restriction of limits or coverage except for non-payment of premium.

NAMED INSURED

The Named Insured wording of all policies should include the following:

The Village of Palmetto Bay, Florida to include its Directors, Officials, Employees and any affiliated company owned in whole or part by the Village of Palmetto Bay.

NOTICE OF CLAIM

Proposers are requested to modify policy language relating to notification to the insurer following a loss to provide that:

Notice of loss shall be given to the insurer as soon as practicable following receipt of notice of a claim by the individual designated by The Village of Palmetto Bay, Florida as responsible for risk management and insurance affairs.

CLAIM REPORTING LOCATIONS

Please indicate the address, telephone number and name of individuals to report claims to and the procedures to be followed in notifying the insurer. Please provide a list of all insurer claim reporting offices, their addresses, telephone numbers and contact persons who will adjust claims within the limits of the Village's operations.

CLAIM REPORTS

The Village requests that the successful Proposer(s) submit quarterly loss reports for each coverage insured. Reports should be completed in plain English and received by the Village within twenty (20) days following the end of the month. The reports should include a detailed description of individual claims and the amounts paid for each claim and any open reserves that are assigned. Individual allocations by operating location may be necessary. The total claims (both number and amount) should be included for each coverage. Claim reports must continue to be furnished without charge until all claims are resolved and closed.

WAIVER OF SUBROGATION

The standard policy wording involving subrogation should be modified to remove subrogation between the Village and entities owned, managed, or required to be removed by agreement, contract, or lease.

LOSS CONTROL SERVICES

The Village may wish to utilize services of the successful insurer(s). Proposers should include a statement of the intended loss control activities, the frequency of such services and the cost of the services.

STABILITY OF INSURERS

It is preferred that insurers furnishing all coverages be stable and have a current A. M. Best Company rating of "A-" or better and be of sufficient financial size to provide security. If a proposal includes an insurer that does not have a Best rating of "A-", the proposal should include copies of the insurer's latest financial statements. All insurers should be currently "authorized to transact business" in the State of Florida.

SEPARABILITY OF COVERAGES

It is the Village's desire to have the flexibility of purchasing all proposed coverages on a "Stand Alone" basis. Those that must be purchased in combination or as part of other coverages should be specifically stated in the proposal(s). If different premiums will apply to coverages when purchased separately, they should be specifically and clearly stated. Unless otherwise stated, it will be assumed that the coverage(s) can be purchased separately.

RFP PROCESS

The Village has engaged Interisk Corporation to assist and coordinate this RFP process.

End of Section

SECTION 5

5.0 Evaluation and Content of Proposals

REVIEW OF PROPOSALS:

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements specified in this RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the proposal format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may render such proposal as non-responsive.

EVALUATION OF PROPOSALS:

The Village will evaluate the proposals in conjunction with Interisk Corporation. Evaluation of proposals will include the following criteria:

Factor	Weighted Percentage
Conformity to requested coverages	15%
Breadth of coverages being proposed	15%
Strength and financial stability of insurers	15%
Ease of administration	5%
Agent's experience with governmental entities	15%
Net Cost	35%

5.1 **Preparation of Proposals:**

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or requested coverages, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Village of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

MANDATORY FORMS

Included within this RFP are "Mandatory Forms" that must be completed and included with each proposal. Proposers should ensure all of these forms are completed and included within their proposal.

SUBMISSION OF PROPOSALS

Proposals must be typed or printed in ink use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addendums. The address and telephone number for communications regarding the Proposal must be shown.

Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Proposals shall be submitted at or before the time and at the place indicated in this Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "Village of Palmetto Bay – Property, Liability, and Workers' Compensation RFP# 1920-06-011". Submission shall include an original proposal, one (1) copy and one (1) flash drive or cd with the complete proposal.

The package with the proposals inside should be sent to:

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

All proposers are reminded that it is the sole responsibility of the Vendors to ensure that their Proposal is time stamped in at Village Hall prior to **3 p.m., local time, on August 24th, 2020**. The Village's time/date stamp will be considered as the official time. Failure of a Vendor to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Vendor non-responsive and the Proposal shall not be considered for award.

5.2 Preparation of Proposals:

All proposal forms filed out should be at the top of the submission.

1. Proposal Forms
2. Acknowledgements of Addenda's issued
3. Required Submittal Forms

Also, please read the factors that you will be graded on and submit information to cover those points.

END OF SECTION

SECTION 6.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Proposals, 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 Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied 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 Proposal a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Vendor complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

SUB-VENDOR LIST

Proposer shall list all proposed Sub-Proposer to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Vendor Name	Address	Telephone and Fax

END OF SECTION

REFERENCES

Each proposal must be accompanied by a list of at **least three (3)** references, which shall include all the information requested below:



Solicitation Information: Village of Palmetto Bay – Property, Liability , and Workers' Compensation

RFP# 1920-06-011

Name of Proposer: VILLAGE OF PALMETTO BAY - REFERENCE FORM

To Whom It May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their Proposal 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:

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 response.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

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 Vendor 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 Vendor/Vendor 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 Vendor 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 Vendor 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: _____

Vendor: _____

Date: _____

Continued on 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.)
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.

**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 contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

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

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, ore pooling of equipment or income among persons when not for fair market

value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

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.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- 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 Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Vendor, or third party Vendor 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 1210112213 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: _____

Vendor: _____

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.

BUSINESS ENTITY AFFIDAVIT
(VENDOR / VENDOR DISCLOSURE)

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

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

I, _____ being of 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)

CONTINUED ON FOLLOWING PAGE

Name of Entity, Individual, Partners or Corporation

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

Street Address Suite Village 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 contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

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

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

CONTINUED ON FOLLOWING PAGE

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

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 _____ (Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# **1920-06-011**, 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-Vendor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

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

CONTINUED ON FOLLOWING PAGE

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.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Vendor 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.

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: _____

Vendor: _____

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.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. 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 7.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Vendor

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Village of Palmetto Bay – Property, Liability, and Workers' Compensation RFP No. 1920-06-011 in accordance with Contract Documents as prepared by the Village

Gentlemen:

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

The Manager shall be receiving a recommendation and in turn will be bringing this project to the Village Council for approval. The awarded Vendor will be notified of the date to award.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:
Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Vendor

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Village of Palmetto Bay – Property, Liability, and Workers' Compensation RFP No. 1920-06-011 in accordance with Contract Documents as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is October 1, 2020. The contract is for one (1) year with an option to renew annually at the Village's option.

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

The Village of Palmetto Bay Department of Finance will be responsible to assure that said Proposer is complying within the scope of this RFP.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

SECTION 8.0: Exhibits

VILLAGE OF PALMETTO BAY

**VILLAGE OF PALMETTO BAY – Property, Liability, and Workers’
Compensation**

CONTRACTUAL 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 “Vendor” and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a REQUEST FOR PROPOSAL (“RFP”) on _____, and

WHEREAS, Vendor submitted a Proposal dated _____ in response to the Village’s request, and

WHEREAS, at a meeting held on _____, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the RFP and Vendor’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) Specifications and Proposal Documents prepared by the Village and Interisk for the Village of Palmetto Bay – Property, Liability, and Workers’ Compensation RFP No. 1920-06-011 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated _____. (Exhibit2).

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. Vendor 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.

B. Vendor 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.

Article 3 Qualifications

Vendor and the individual executing this Agreement on behalf of the Vendor warrant to the Village that the Vendor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Vendor 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. Vendor acknowledges that due to the nature of this contract, that Vendor must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Vendor 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

The Vendor shall submit every month after commencement date the agreed upon contract fee of \$_____ monthly to the Village of Palmetto Bay, Finance Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Vendor shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Vendor under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

A. Termination/Cancellation of Contract Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (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 Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Vendor's performance). Termination or cancellation of the contract will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor prior to the termination of the contract.

B. Termination Because of Default

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (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 Contract.)

Article 7 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 Contract. Additionally, the Vendor agrees that in the event this Contract is terminated for the Village's breach, the damages that Vendor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 8 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of one (1) year with an option to renew annually based on the Village's decision.

Article 9 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 Vendor under this Agreement, audit, or cause to be audited, those books and records of Vendor which are related to Vendor's performance under this Agreement. Vendor 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 Vendor's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Vendor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Vendor 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 10 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 Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Vendor authorized to use the Village's Tax Exemption Number in securing such materials.

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

Article 11 Indemnification

Vendor 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 Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor 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. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Vendor 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 contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Vendor. 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance

certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

Article 13 Modification/Amendment

This writing and exhibits contain 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 14 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 15 Governing Law

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

Article 16 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 Vendor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Vendor 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 Vendor, whether or not similar to the act so consented to or approved.

Article 17 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:

Village:

Vendor:

Gregory H. Truitt, Interim Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

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 18 Independent Vendor

Vendor is and shall remain an independent Vendor and is not an employee or agent of the Village. Services provided by Vendor shall be by employees of Vendor 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. Vendor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during their employment with Vendor. The rights granted to Vendor hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Vendors to perform services including those hereunder.

Article 19 Assignment

The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Vendor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money

by the Vendor from the Village under this Contract 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 Vendor to the Village. None of the work or services under this Contract shall be subcontracted unless the Vendor obtains prior written consent from the Village. Approved Sub-Vendor shall be subject to each provision of this Contract and the Vendor shall be responsible and indemnify the Village for all Sub-Vendor's acts, errors or omissions.

Article 20 Prohibition Against Contingent Fees

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

Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor 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 22 Conflict of Interest

Vendor 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 23 Binding Effect

All of 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 24 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 25 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 26 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 27 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 28 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 29 Jurisdiction and Venue

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

Article 30 Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs 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 31 Permits, Licenses and Filing Fees

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

Article 32 Safety Provisions

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

Article 33 Public and Employee Safety – Not Applicable

Whenever the Vendor'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 34 Preservation of Village Property – Not Applicable

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

Article 35 Immigration Act of 1986

The Vendor warrants on behalf of itself and all sub-Vendors 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 36 Vendor Non-Discrimination

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

Article 37 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. Vendors are cautioned to undertake an independent analysis of the specifications, as Village does not guaranty the accuracy of its interpretation in the specifications package. In preparing its proposal, the Vendor and all sub-Vendors 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 during the question submission session during the RFP process. 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 Vendor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Vendor. An ambiguity or defect shall be considered patent if it is of such a nature that the Vendor, 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 Vendor or sub-Vendors 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 Vendor to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Vendor shall immediately notify the Village in writing, and the Vendor and all sub-Vendors 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 Vendor'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 38 Warranty of Authority

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

Article 39 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.

Continued next page.

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

OWNER

VENDOR

Village of Palmetto Bay

ADDRESS

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____

BY _____

Gregory H. Truitt
Print Name

Print Name

Interim Village Manager
Title

Title

ATTEST

Missel Arocha
Village Clerk

Witness

APPROVED AS TO FORM BY

Print Name

John Dellagloria
Village Attorney

EXHIBIT #1

Requested Coverages and Proposal Sheets

REAL AND PERSONAL PROPERTY

FORM

Coverage should be no more restrictive than the latest ISO filed All Risk Commercial Property Causes of Loss Special Form. The policy should include an Agreed Amount Endorsement that extends to:

- Real Property
- Personal Property
- Contractors/Mobile Equipment
- Electronic Data Processing Equipment
- Any other property

It is also requested that coverage be provided on a Blanket basis.

Covered perils should also include Wind and Flood. If additional Flood and/or Wind coverage is proposed, full details of the coverage should be presented to include the cost of such insurance.

The Village's current Property policy includes coverage for Boiler and Machinery losses. The Village will consider a separate "stand alone" policy for this coverage. If such a policy is proposed, full details of the coverage, including insurer, limits, deductibles and pricing must be presented on a separate Proposal Form.

DESIRED LIMITS

It is desired that the total amount as reflected in the attached Schedule of Property Values be provided on a Blanket basis for buildings, contents, land improvements, contractor's equipment and EDP equipment. The Village will consider purchasing limits less than its total insured values if believed adequate protection is provided.

The following table displays some of the more notable enhancements that have been incorporated in the Village's current policy. The Village views these enhancements as important to the overall level of protection being purchased. Proposers are encouraged to provide specific details on all enhancements being offered.

Coverage	Sub-limit
Law or Ordinance	25%
Flood	\$5,000,000
Business Income	\$500,000
Civil/Military Authority Suspension	\$500,000
Terrorism	\$5,000,000
Equipment Breakdown	\$50 million
Newly Acquired or Constructed Property	\$2,000,000 – Buildings \$500,000 – Contents
Valuable Papers	\$500,000
Accounts Receivable	\$500,000
Extra Expense	\$1,000,000

The Village will consider alternative limits based on coverages provided and cost.

The Village's Property program is sublimated with Inland Marine coverage that provides \$1,000,000 limits for unscheduled property (maximum value of \$15,000) and a Vermeer Tree Chipper valued at \$29,675. A \$500 deductible applies to this coverage. The Village desires to maintain this coverage.

DESIRED DEDUCTIBLE/RETENTION

Building and Contents: \$1,000 per Occurrence AOP

5% for Wind Related Losses (please clearly specify if subject to any minimum or maximums)

5% for Flood (please clearly specify if subject to any minimum or maximums)

RATING DATA

- Refer to Schedule of Property contained in the document that accompanies this RFP.

LOSS HISTORY

The most recently valued loss runs are included as a separate document.

**VILLAGE OF PALMETTO BAY, FLORIDA
2020/21 Property, Casualty and Workers' Compensation Program
Competitive Bids**

REQUESTED COVERAGES

ACTIVE ASSAILANT COVERAGE

DESIRED FORM

Coverage is desired for:

Property Damage
Business Income/Extra Expense
Third Party Liability
Medical and Dental Expenses
Counselling Services
Funeral Costs
Employee Retraining Costs
Replacement Employee Recruitment Costs
Other costs to mitigate the adverse effects of the Active Assailant event

DESIRED LIMITS

\$1,000,000

DESIRED DEDUCTIBLE/RETENTION

\$2,500

LOSS HISTORY

There have been no known losses within the past 5 years.

CRIME

DESIRED FORM

Coverage is desired for:

- Forgery or Alterations
- Computer and funds Transfer Fraud
- Faithful Performance Blanket Bond
- Employee Theft

DESIRED LIMITS

- Forgery or Alterations - \$250,000
- Computer and Funds Transfer Fraud - \$250,000
- Faithful Performance Blanket Bond - \$500,000
- Employee Theft - \$500,000

DESIRED DEDUCTIBLE/RETENTION

None

LOSS HISTORY

There have been no known losses within the past 5 years.

Premises and Operations Liability

FORM

Coverage should be no more restrictive than the latest ISO filed Commercial General Liability occurrence form. At a minimum coverage should be provided for:

- Premises operations
- Products
- Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability (employee and contractual exclusions removed)
- Employee Benefit Liability
- Premises Medical Payments
- Independent Contractors

The Village's current Premises and Operations Liability policy includes Information, Security and Privacy Liability (Cyber Liability) coverage with limits of \$1,000,000. Coverage is provided for:

- 3rd Party Liability
- Regulatory Defense and Penalties
- Website Media Content Liability
- PCI Fines, Expenses and Costs
- Privacy Notification Costs
- Cyber Extortion Loss
- First Party Data Protection
- Business Interruption

The Village views this protection as being highly valuable and desires to maintain similar coverage from its renewal program.

DESIRED LIMITS

\$5 million per occurrence

Alternatives to the requested limits will be considered based on the level of protection being offered and cost.

DESIRED DEDUCTIBLE/RETENTION

None

Alternatives to the requested deductible/retention will be considered.

RATING DATA

The Village's most recent financial statements and current budget information can be obtained from its web-site at: <http://www.palmettobay-fl.gov>

2020/21 Projected Payrolls		
Class Code	Description	Projected Payroll
5509	Street/Road Maintenance	\$383,477
7382	Bus Co.	65,781
8810	Clerical	2,605,310
9015	Building Operations	552,538
9102	Parks NOC	652,267
9410	Municipal Employees	655,261
Total		\$4,914,634

LOSS HISTORY

The most recently valued loss runs are included as a separate document.

Vehicle Liability and Physical Damage

FORM

The preferred coverage form is one comparable to the latest filed ISO Business Automobile Liability form.

DESIRED SYMBOLS

Coverage	Limits	Symbols
Liability	\$1 million CSL	1
Uninsured Motorists	No Coverage Currently Purchased	
Underinsured Motorists	No Coverage Currently Purchased	
PIP	Statutory	5
Physical Damage	ACV	8

The Village's current program includes coverage for Employer Provided Vehicles that are assigned to employees. The policy limits and deductibles apply to the enhanced coverage.

DESIRED LIMITS

Liability - \$1,000,000
Physical Damage - ACV

DESIRED DEDUCTIBLES

Liability None
Physical Damage - \$500

Alternatives to the requested deductible/retention will be considered.

RATING DATA

Refer to Schedule of Vehicles contained as an attachment to this RFP.

LOSS HISTORY

The most recently valued loss runs are included as a separate document.

Public Officials and Employment Practices Liability

FORM

The form should provide coverage for actual or alleged wrongful acts of public officials, including negligence, errors and omissions, breaches of duty, misfeasance, malfeasance and nonfeasance, and include members of the Village's Board, and all elected or appointed officers including employees, volunteers and any individual or organization required by statute, agreement, contract or lease or other circumstances including all existing boards, committees and their members and all newly created boards, committees and their members during the term of the policy. The Village's current Public Officials Liability program includes Employment Practices Liability coverage. The Village prefers to maintain this coverage.

DESIRED LIMITS

\$5 million

Alternatives to the requested limits will be considered based on the level of protection being offered and cost.

DESIRED DEDUCTIBLE/RETENTION

None

Alternatives to the requested deductible/retention will be considered.

COVERAGE FORM

The Villages' current coverage is provided on an Occurrence basis. The Village would prefer to continue with an Occurrence based policy but will consider a Claims Made based policy.

RATING DATA

The Village of Palmetto Bay was incorporated in 2002 and operates under the Council/Manager form of government. The Village Council is comprised of the Mayor, Vice-Mayor, and three Council Members elected village-wide. The Mayor and Council Members term is for four years, as of November 2012, the length of service was extended to three terms, but no person may serve more than two terms in any one position. The Village Council is responsible for enacting laws (resolutions, ordinances and regulations) governing the Village, as well as appointing the members of various advisory committees, and hiring the Village Manager, Village Clerk and Village Attorney. The Village Manager is responsible for enforcement of all laws, provisions of the Charter and directives of the Council, appointment of department heads with Council approval, and oversight of the operations of the Village.

The Village operates with a small, highly qualified core staff, and outsources several major functions including police protection, public works construction, and building inspections. The Village maintains a close working relationship with Miami-Dade County for such services as refuse collection, debris cleanup, fire protection, and libraries. The Village also works closely with all public and private schools serving Village residents.

LOSS HISTORY

The most recently valued loss runs are included as a separate document.

Workers' Compensation and Employers Liability

FORM

Coverage should provide for all benefits specified by Florida Statute § 440. In addition, the policy should provide Employers Liability coverage.

DESIRED LIMITS

Workers' Compensation Statutory
 Employers' Liability \$1,000,000/\$1,000,000/\$1,000,000

DESIRED DEDUCTIBLE/RETENTION

NONE

Alternatives to the requested deductible/retention will be considered.

RATING DATA

2020/21 Projected Payrolls		
Class Code	Description	Projected Payroll
5509	Street/Road Maintenance	\$383,477
7382	Bus Co.	65,781
8810	Clerical	2,605,310
9015	Building Operations	552,538
9102	Parks NOC	652,267
9410	Municipal Employees	655,261
Total		\$4,914,634

Current Experience Modification Factor: .98

Proposal Forms

GENERAL INFORMATION

Use of the proposals forms will enable a faster more complete analysis of the Proposal(s) submitted. Please complete this general proposal form in addition to a separate proposal for each coverage proposed. Additional information can be attached to the forms.

Agent/Agency submitting proposal: _____

Address: _____

Telephone & Fax Number: _____

Email Address: _____

Does agent have binding authority? Yes _____ No _____

If not, state procedure to bind. _____

Is Agent/Broker licensed in the State of Florida for the type of coverage proposed? Yes _____ No _____

Is Insurer admitted in Florida? Yes _____ No _____

Are coverages different from requested program? Yes _____ No _____

If so, state differences _____

Effective date(s) of coverage(s)? _____

Describe payment plan, including down payment terms, interest or service charges.

Proposal valid until (date)?

Rate Change/Policy Modification wording included as requested?

Yes _____ No _____

If not, state wording

Termination Notice wording included as requested?

Yes _____ No _____

If not, state wording

Named Insured wording included as requested?

Yes _____ No _____

If not, include actual wording to be used.

Claim reporting location included?

Yes _____ No _____

Claim reporting wording as requested? Yes _____ No _____

If not, include actual wording to be used.

Claim reports to be provided as requested? Yes _____ No _____

If not, state details.

Provide details on specialized loss control services to be provided.

Sample forms and policies included? Yes _____ No _____

The Proposer stated below is the authorized agent of the company or companies proposed, and is authorized to bind coverages upon acceptance by the Village. Deviations from the requested program have been stated. Coverage will be issued as proposed. The insurer agrees to deliver a policy(ies) to the insured within forty-five (45) days after inception of coverages. It is agreed that policy premiums will be payable upon receipt by insured of complete policy conforming with the accepted proposal.

Signature of Authorized Representative

Date

REAL AND PERSONAL PROPERTY

Insuring Company _____

Underwriting office used _____

Address _____

Telephone Number _____

Current A. M. Best Co. rating _____

Is requested policy form proposed? Yes _____ No _____

If not, list form(s) used _____

Settlement basis used _____

Will Agreed Amount Endorsement be included? Yes _____ No _____

Will coverage be provided on a Blanket Basis?

Buildings Yes _____ No _____

Personal Property Yes _____ No _____

Perils insured _____

Wind Sublimit? _____

Flood Sublimit? _____

Wind Deductible? _____

Flood Deductible? _____

Rates guaranteed for one year? Yes _____ No _____

Can replacement structures be built on alternative sites? Yes _____ No _____

Are rating worksheets attached? Yes _____ No _____

Will newly acquired structures be included at the same rate? Yes _____ No _____

LIMITS/DEDUCTIBLES/PREMIUMS

Coverage	Limits	Rate	Premium	Deductible
Building				
Personal Property				
Contractors Equipment				
Valuable Papers and Records				
Outdoor Signs				
Accounts Receivables				
Extra Expense				
Law or Ordinance				
Wind				
Flood				
Business Income				
Terrorism				
Equipment Breakdown				
Suspension due to Civil/Military Authority				
Inland Marine – Unscheduled Property				

Coverage	Limits	Rate	Premium	Deductible
Inland Marine – Scheduled Property	\$29,675			
Total				

Please provide any deviation from requested coverages. _____

The Proposer stated below is the authorized agent of the company or companies proposed and are authorized to bind coverages upon acceptance by the Village. Deviations from the requested program have been stated. Coverage will be issued as proposed. The insurer agrees to deliver a policy(ies) to the insured within forty-five (45) days after inception of coverage.

 Signature of Authorized Representative

 Date

CRIME

Insuring Company _____

Underwriting office used _____

Address _____

Telephone Number _____

Current A. M. Best Co. rating _____

Will the following coverages be provided?

Forgery or Alterations Yes _____ No _____

Computer and Funds Transfer Fraud Yes _____ No _____

Faithful Performance Blanket Bond Yes _____ No _____

Employee Theft Yes _____ No _____

LIMITS/DEDUCTIBLES/PREMIUMS

Coverage	Limits	Rate	Premium	Deductible
Forgery or Alterations				
Computer and Funds Transfer Fraud				
Faithful Performance Blanket Bond				
Employee Theft				
Total				

Please provide any deviation from requested coverages. _____

The Proposer stated below is the authorized agent of the company or companies proposed and are authorized to bind coverages upon acceptance by the Village. Deviations from the requested program have been stated. Coverage will be issued as proposed. The insurer agrees to deliver a policy(ies) to the insured within forty-five (45) days after inception of coverage.

 Signature of Authorized Representative

 Date

ACTIVE ASSAILANT COVERAGE

If any of the requested coverages are being proposed utilizing a “stand alone” policy, please complete a separate proposal sheet for each coverage being offered.

Company _____

Underwriting office used _____

Address _____

Telephone Number _____

Current A. M. Best Co. rating _____

Is requested policy form proposed? Yes _____ No _____

if not, list form(s) used _____

Are the following coverages included?

Property Damage Yes _____ No _____

Business Income/Extra Expense Yes _____ No _____

Third Party Liability Yes _____ No _____

Medical and Dental Expenses Yes _____ No _____

Counselling Services Yes _____ No _____

Funeral Costs Yes _____ No _____

Employee Retraining Costs Yes _____ No _____

Replacement Employee Recruitment Costs Yes _____ No _____

Other costs to mitigate the adverse effects
of the Active Assailant event Yes _____ No _____

Coverage Form

Occurrence or Claims Made?

General Liability _____

Employee Benefits _____

List all Retroactive Dates that will apply _____

LIMITS/PREMIUMS

	Limits	Retention/Deductible	Premium
Active Assailant			
Total			

Please provide any deviation from requested coverages _____

The Proposer stated below is the authorized agent of the company or companies proposed, and is authorized to bind coverages upon acceptance by the Village. Deviations from the requested program have been stated. Coverage will be issued as proposed. The insurer agrees to deliver a policy(ies) to the insured within forty-five (45) days after inception of coverage.

Signature of Authorized Representative

Date

PREMISES AND OPERATIONS LIABILITY

If any of the requested coverages are being proposed utilizing a “stand alone” policy, please complete a separate proposal sheet for each coverage being offered.

Company _____

Underwriting office used _____

Address _____

Telephone Number _____

Current A. M. Best Co. rating _____

Is requested policy form proposed? Yes _____ No _____

if not, list form(s) used _____

Are the following coverages included?

Premises and Operations Yes _____ No _____

Independent Contractors Yes _____ No _____

Prod/Compl Operations Yes _____ No _____

Blanket Contractual Yes _____ No _____

Personal Injury Liability Yes _____ No _____

Employee Benefit Liability Yes _____ No _____

Independent Contractors Yes _____ No _____

Is Information Security and Privacy Liability coverage being offered? Yes _____ No _____

If so, does it include coverage for the following items?

- 3rd Party Liability Yes _____ No _____
- Regulatory Defense and Penalties Yes _____ No _____
- Website Media Content Liability Yes _____ No _____
- PCI Fines, Expenses and Costs Yes _____ No _____
- Privacy Notification Costs Yes _____ No _____
- Cyber Extortion Loss Yes _____ No _____
- First Party Data Protection Yes _____ No _____
- Business Interruption Yes _____ No _____

Coverage Form

Occurrence or Claims Made?

General Liability _____

Employee Benefits _____

List all Retroactive Dates that will apply

General Liability _____

Employee Benefits _____

LIMITS/PREMIUMS

	Limits	Retention/Deductible	Premium
Premises Operations			
Products and Completed Operations			
Blanket Contractual Liability			
Personal Injury			
Employee Benefit Liability			
Premises Medical			
Independent Contractors			
Information Security and Privacy Liability			
Total			

Stop Loss Deductible being proposed? Yes _____ No _____

If so, amount of Stop Loss Deductible _____

Please provide any deviation from requested coverages _____

The Proposer stated below is the authorized agent of the company or companies proposed, and is authorized to bind coverages upon acceptance by the Village. Deviations from the requested program have been stated. Coverage will be issued as proposed. The insurer agrees to deliver a policy(ies) to the insured within forty-five (45) days after inception of coverage.

Signature of Authorized Representative

Date

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY

Note: If separate Public Officials Liability and Employment Practices Liability proposals are offered, please complete separate forms for each coverage.

Insuring Company _____

Underwriting office used _____

Address _____

Telephone number _____

Current A.M. Best Co. rating? _____

Is policy form and all endorsements included for review? Yes _____ No _____

Does coverage extend to:

Board Members? Yes _____ No _____

Appointed Officers? Yes _____ No _____

Employees? Yes _____ No _____

Volunteers? Yes _____ No _____

Is Coverage provided on an Occurrence Basis? Yes _____ No _____
If not:

What retrospective date is being offered? _____

Is an extended reporting date being offered? Yes _____ No _____

If so, provide details and cost _____

Are defense costs included in the aggregate limit of liability? Yes _____ No _____

Is requested Named Insured wording used? Yes _____ No _____

If not, stated wording to be used _____

Is Employment Practices Liability coverage being offered

Yes _____ No _____

Is coverage for Sexual Molestation being offered

Yes _____ No _____

LIMITS/PREMIUMS

	Limits	Deductible	Annual Premium
Public Officials Liability			
Employment Practices Liability			

Stop Loss Deductible being proposed?

Yes _____ No _____

If so, amount of Stop Loss Deductible _____

The Proposer stated below is the authorized agent of the company or companies proposed, and is authorized to bind coverages upon acceptance by the Village. Deviations from the requested program have been stated. Coverage will be issued as proposed. The insurer agrees to deliver a policy(ies) to the insured within forty-five (45) days after inception of coverage.

Signature of Authorized Representative

Date

VEHICLE LIABILITY AND PHYSICAL DAMAGE

Company _____

Underwriting office used _____

Address _____

Telephone Number _____

Current A. M. Best Co. rating _____

Is requested policy form proposed? Yes _____ No _____

if not, list form(s) used _____

Please provide ISO symbols that will apply.

Liability _____

PIP _____

Uninsured/Underinsured Motorists _____

Physical Damage _____

Is Non-Owned and Hired Auto coverage being proposed? Yes _____ No _____

Is Employer Provided Vehicle coverage being proposed? Yes _____ No _____

LIMITS/PREMIUMS

	Limits	Retention/Deductible	Premium
Liability			
Medical Expenses			
PIP			
Uninsured/Underinsured Motorists			
Comprehensive			
Collision			
Non-Owned and Hired Auto			
Employer Provided Vehicle Coverage			
Total			

Stop Loss Deductible being proposed? Yes _____ No _____

If so, amount of Stop Loss Deductible _____

Please provide any deviation from requested coverages

The Proposer stated below is the authorized agent of the company or companies proposed, and is authorized to bind coverages upon acceptance by the Village. Deviations from the requested program have been stated. Coverage will be issued as proposed. The insurer agrees to deliver a policy(ies) to the insured within forty-five (45) days after inception of coverage.

Signature of Authorized Representative

Date

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

Company _____

Underwriting office used _____

Address _____

Telephone Number _____

Current A. M. Best Co. rating _____

Is coverage being proposed consistent
With Florida Statute § 440 Yes _____ No _____

Experience Modification being used _____

LIMITS/PREMIUMS

	Limits	Retention/Deductible	Premium
Workers' Compensation			
Employers Liability			
Total			

The Proposer stated below is the authorized agent of the company or companies proposed, and is authorized to bind coverages upon acceptance by the Village. Deviations from the requested program have been stated. Coverage will be issued as proposed. The insurer agrees to deliver a policy(ies) to the insured within forty-five (45) days after inception of coverage.

Signature of Authorized Representative

Date

EXHIBIT #2

Villages' Current Coverage and Report Losses

On separate .pdf file