

REQUEST FOR PROPOSALS

Notice is hereby given that the City of Lighthouse Point is seeking sealed proposals for:

“RFP NO. 2022-007, HEALTH INSURANCE BROKER OF RECORD SERVICES”

RFP documents may be obtained from the Office of the City Clerk located at 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, 954-943-6500, and the RFP is also advertised on www.DemandStar.com and Sun Sentinel. Proposals will not be accepted from anyone who obtains the bid documents from any other party.

Proposals shall be received in the Office of the City Clerk, City of Lighthouse Point, 2200 N.E. 38th Street, Lighthouse Point, Florida 33064, either by mail or hand delivery, on or before 2:00 p.m., local time, on November 29, 2022. Submit one original, three (3) complete copies and a flash drive containing the complete proposal in sealed packaging and clearly marked on all outer packaging, including outer shipping package and/or envelope, **“Sealed Proposal RFP # 2022-007, Health Insurance Broker of Record Services.”** Late proposals shall not be accepted or considered. Any uncertainty regarding the time a bid is received will be resolved against the bidder.

The RFP includes the following:

- Section 1 – Background Information
- Section 2 – General Instructions
- Section 3 – Terms and Conditions
- Section 4 – Qualification Package Forms
- Section 5 – Cost Package
- Section 6 – Agreement

All questions or comments on the RFP shall be submitted in writing and directed to City Clerk at lhpadmin@lighthousepointfl.gov or 954-943-6500 no later than November 18, 2022.

Pursuant to Florida law, all responses to this RFP are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner; provided that pursuant to Section 255.0518, F.S., the names and prices of the proposals will be announced at the bid opening. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida’s public meeting laws.

The City of Lighthouse Point reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they deem to be in the best interest of the citizens of the City of Lighthouse Point, or the City may reject proposals and re-advertise.

Kathryn Sims, City Clerk

Advertised:
Thursday, October 27, 2022

CITY OF LIGHTHOUSE POINT

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RFP NO. 2022-007

HEALTH INSURANCE BROKER OF RECORD SERVICES



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SECTION 1 – BACKGROUND INFORMATION

1.1 Introduction

The purpose of this section of the RFP is to familiarize prospective Proposers with the City and its expectations for the health insurance broker of record. Each Proposer shall make its own examination, investigation, and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of work to be performed. The Proposer agrees that it has satisfied itself by the Proposer's own investigation and research regarding all such conditions, and is based upon such investigation and research, and that the Proposer shall make no claim against the City because of any estimates, statements or interpretations made by any officer or agent of the City which may prove to be in any respect erroneous.

The data contained in the RFP is for informational purposes only. The City makes no warranty as to the accuracy of this information.

1.2 General Information

The City is located in Northeastern Broward County, Florida and is comprised of approximately three (3) square miles. The official population of the City is 10,955 and is expected to remain relatively stable in the next few years. The City's website is www.lighthousepointfl.gov. There are currently 106 active employees eligible for the City's health insurance plus 4 COBRA participants and 1 retiree.

The City is soliciting services of a qualified firm to represent and manage the City's health insurance coverage for all full-time employees. The City currently offers health insurance from United Healthcare as a "point of service" plan, Humana dental and vision plans, The Hartford AD&D insurance plans, and AFLAC cancer, accident, hospital, and short-term disability policies. The City is contracted with United Healthcare to manage COBRA participation. The selected broker may receive copies of all communications to the City as policyholder and may receive all quotes, policies, and notices on behalf of the City. The broker may also obtain and evaluate insurance quotes and policies and recommend changes to existing policies.

1.3 Scope of Work to be Performed

The selected broker shall coordinate a comprehensive solicitation process to identify potential high-quality benefits vendors. The scope of the solicitation may include but not be limited to: Health, Dental, Vision, Prescription, Group Life Insurance and Accidental Death & Dismemberment (AD&D for general, fire, and police), Firefighter Cancer Benefit Program, Employee Assistance Program, Legal Assistance Program, ID Theft Protection Assistance Program, Flexible Spending/HRA/HSA Accounts, and any additional services as requested by the City.

The selected broker must be able to work with the City to negotiate and purchase the following benefit plans/insurance, including but not limited to:

Employee Benefits

1. Advise and assist the City in evaluating and selecting among coverage alternatives such as plan coverages, deductibles, co-payments, out-of-pocket payments, etc. In the event the CITY determines that it is in its best interest to enter into new contracts for insurance coverages, advise and assist the CITY in its competitive bidding process consistent with Section 112.08, Florida Statutes.

2. Advise the City of potential gaps or overlaps in coverages.
3. Assist the City with receiving and reviewing claims data and determining premium impact of any coverage changes.
4. Assist City employees as requested in submitting claims, interpreting coverage and appealing denials.
5. Assist the City with Benefit Renewals by ensuring that all potential carriers that meet City needs receive claims and employee census data and seek alternative coverage if requested.
6. Prepare and deliver any necessary reports to the City Clerk, or designee, including but not limited to, reports showing claims experience at intervals acceptable to the City (minimum is quarterly).
7. Assist the City with the Benefit Plan Design to contain cost and maximize benefit effectiveness.
8. Assist with setting up the renewal timing schedule annually so that decisions can be made in conjunction with City budgetary decisions. Assist with writing, reviewing, analyzing, and presenting Requests for Proposals during renewals. Provide side-by-side reporting for City review. Prepare and/or review and advise on contract renewals. Assist with employee open enrollment meetings.
9. Provide an online open enrollment platform for all employees to utilize during the open enrollment process.
10. Provide the City with an annual wellness fair, to include biometrics, local wellness providers, and incentives to attend.
11. Provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.
12. Provide advice on data practice, records retention and privacy issues. Research benefits questions and provide advice to the City as needed.
13. Establish relationships with those providers that will most greatly benefit the needs of the City of Lighthouse Point and its employees.
14. The successful Proposer will be in contact with the City Clerk in all matters as they relate to benefit insurance for the City. Proposer shall provide primary contact to manage City's account/contract. Said Proposer will also be required to be available to address the City Commission or City staff as the need arises.
15. Prompt response to questions and requests is an absolute requirement.
16. Analyze and report utilization trends and costs. Help to provide City Administration recommendations on how best to utilize available plans and limit premium increases.

The selected broker must be able to support the City by providing the following services:

Renewal Year Services

1. Using current health and medical benefit plans as benchmarks, research, design, and propose employee benefit plans for the City, as appropriate.
2. Meet with the City as necessary to discuss benefit plan options and establish goals and objectives for the City's benefit's program.
3. Provide analysis of renewal of current plan, reviewing past performance.
4. Review additional available cost savings plan alternatives and creative funding options.
5. Determine the appropriate employee and employer benefit contribution levels, if needed.
6. Review and recommend annual contribution strategy from active participants and retirees.
7. Provide City with information on what other municipalities of comparable size and location will be doing with their benefits in the upcoming year.
8. Conduct renewal negotiations and develop appropriate information for management purposes.
9. Review and assist in the revisions of the Flexible Spending Account documents.
10. Act as lead negotiator and consultant to the City during benefit contract negotiations and renewals.

11. Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations.
12. Review plan documents (employee booklets) and master contracts before adoption and printing.
13. Attends Open Enrollment meetings as the presenter or co-presenter to communicate plan design, changes, updates, etc.
14. Assist with planning and implementing of selected changes including transition from the current to new vendors, the renewal proposal, and other benefits changes.
15. Assist with developing City employee benefit program communication materials. Coordinate the design, printing, and production of those materials, as edited and approved by the City Contract Coordinator, or designee.
16. Advise and assist the City Clerk, or designee, with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance.

Additional Services

1. Have an account executive(s) assigned to the City's account that will be responsible for communication with the City. The individual, along with any team members, must be available on a daily basis to the City for advice and consultation on Program related issues and concerns as they arise.
2. Review any insurance company audits for accuracy.
3. Prepare and file any reports as required by the City and/or the State relating to claims, experience, payments, etc.
4. Additional related services as required by the City.

1.4 Special Considerations

The City of Lighthouse Point has three employee unions representing employees. The collective bargaining agreements provide for both the City and employee contributions for health coverage. The City wishes to continue an offering of flexible point-of-service or preferred provider option plan as well as a less expensive high deductible health plan. The City is not interested in self-insuring for health coverage.

SECTION 2 - GENERAL INSTRUCTIONS

2.1 RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed, and submitted as provided in Section 2 of this RFP. Proposals not submitted on the prescribed Proposal forms shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

2.2 Mistakes

Proposers shall examine the RFP documents, Agreement, Proposal forms, and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE PROPOSER'S RISK. In the event of total price addition error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

2.3 Additional Terms and Conditions

Additional terms and conditions not included with the RFP shall be not evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are non-applicable to this RFP.

2.4 Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City or its agent in writing. Any questions concerning the intent, meaning, and interpretation of the RFP documents shall be requested in writing to the City Clerk, City of Lighthouse Point, 2200 NE 38th Street, Lighthouse Point, Florida, 33064, by email to lhpadmin@lighthousepointfl.gov or by fax to 954-784-3446, no later than 4:00 p.m., local time, on November 18, 2022.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the City to all Proposers who received an RFP package. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the City may be relied upon. Proposer shall verify that he has all addenda before submitting a bid.

2.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Proposer.

2.6 No Contingent Fees

Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee, agent or consultant working solely for the Proposer, to solicit or secure the awarding of this RFP and resulting Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee, agent or consultant working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this RFP or making of the Agreement. Violation of this provision shall result in the Proposer's Proposal being rejected by the City. The City also reserves the right to pursue any other remedies or actions available to it to respond to such violation.

2.7 Independence Affidavit

The Proposer shall list and describe any relationships – professional, financial, or otherwise – that it may have with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the Proposer shall give the City written notice of any other relationships – professional, financial, or otherwise – that it enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Agreement.

2.8 Disqualification of Proposers

More than one (1) Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one (1) Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

2.9 Assignment; Non-Transferability of Proposal

Proposals shall not be assigned or transferred without the express written consent of the City Administrator. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of the Proposal and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The City Administrator shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices, or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to City. Failure to do so may result in the Proposal being disqualified, at the City's sole discretion.

2.10 Legal Requirements

Proposers are required to comply with all provisions of Federal, State, County, and local laws, ordinances, rules, and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

2.11 Familiarity with Laws and Ordinances

The submission of a Proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all Federal, State, County, and local laws, ordinances, rules, and regulations that affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he/she shall report it to the City in writing without delay.

2.12 Advertising

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any advertising or Proposer-sponsored publicity without the express written approval of the City.

2.13 Execute Agreement

The terms, conditions, and provisions in this RFP shall be included and incorporated in the final Agreement between the City and the successful Proposer(s). The order of precedence will be the Agreement, the RFP Documents, the Proposer's response, and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Broward County, Florida.

2.14 Withdrawal or Revision of Proposal Prior to and After Opening

A Proposer shall not withdraw, modify, or correct a Proposal after it has been deposited with the City. The withdrawal, modification, or correction of a Proposal after it has been deposited with the City shall constitute a breach by the Proposer. All Proposal prices shall be guaranteed firm for a minimum of ninety (90) calendar days after the Proposal opening date. No Proposer may withdraw its Proposal within ninety (90) calendar days after the Proposal opening date.

2.15 City's Exclusive Rights

The City reserves the exclusive rights to:

- 1) Waive any deficiency or irregularity in the selection process;

- 2) Accept or reject any or all qualifications statements in part or in whole;
- 3) Request additional information as appropriate;
- 4) Reject any or all submittals, if found by the City Commission not to be in the best interest of the City;
- 5) Re-advertise the RFP for Health Insurance Broker of Record Services.

2.16 Addenda

The City reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before submitting the Proposal to the City. All addenda shall be in writing.

2.17 Examination of the Information

By the submission of a Proposal to do the work, the Proposer certifies that a careful examination of the documentation and all RFP documents, including addenda, has taken place, and that the Proposer is fully informed concerning the requirements of the RFP documents, the physical conditions to be encountered in the work, the quality and quantity of service to be performed, and of materials to be furnished. The Proposer will not be entitled to additional compensation upon subsequently finding that conditions require methods other than that anticipated in making the Proposal. Negligence or inattention by the Proposer in determining conditions of the Agreement prior to submitting the Proposal, or in any phase of the performance of the work, shall be grounds for refusal by the City to agree to additional compensation for additional work caused by such negligence or inattention.

2.18 Adjustments/Changes/Deviations

No adjustments, changes, or deviations to the RFP will be accepted, unless the conditions or specifications of the RFP expressly so provide.

2.19 Governmental Restrictions

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered on the Proposal prior to delivery, it shall be the responsibility of the Proposer to immediately notify the City. The City reserves the right to issue an addendum or to cancel the RFP at no expense to the City.

2.20 Public Records

Any material submitted in response to this RFP shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law).

2.21 Public Entity Crime

A person or affiliate as defined in §287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a bid on an Agreement to provide any goods or services to the City and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that they are qualified under §287.133, Florida Statutes, to provide the services set forth in this Agreement for Health Insurance Broker of Record Services.

2.22 Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in Form 4 of Section 4 of this RFP and as described in Section 3 of the RFP. Proposer's failure to include the affidavit shall result in disqualification.

2.23 Understanding RFP Documents

By submitting a Proposal, the Proposer acknowledges that they have read and understands the RFP, and fully and voluntarily accepts all of the terms and conditions set forth in the RFP.

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SECTION 3 – SPECIFIC TERMS AND CONDITIONS

3.2 Submittal, Receipt, and Opening of Proposals

All Proposals, comprised of both the “Qualification Package” and the “Cost Package,” shall be submitted prior to 2:00 p.m., local time, on November 29, 2022 to:

Office of the City Clerk
City of Lighthouse Point
2200 N.E. 38th Street
Lighthouse Point, Florida 33064

All Proposers are reminded that it is the sole responsibility of the Proposer to ensure that their Proposal is received in the Office of the City Clerk prior to 2:00 p.m., local time, on November 18, 2022 where shortly thereafter Proposals will be opened and read aloud. Late proposals shall not be accepted or considered. Any uncertainty regarding the time a bid is received will be resolved against the bidder. Bids will not be accepted from anyone who obtains the bid documents from any other party. Failure of a Proposer to submit their Proposal prior to the date and time stated above shall render a Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

Submit one (1) original, three (3) complete copies, and one flash drive in sealed packaging and clearly marked on all outer packaging, including outer shipping package and/or envelope, “**Sealed Proposal RFP No. 2022-007, Health Insurance Broker of Record Services.**”

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3.3 Preparation of Proposals

No Proposer shall take exception to the RFP documents herein. Proposals taking exception to the RFP documents may be rejected as non-responsive.

3.3.1 Number of Proposals – One (1) original Proposal, three (3) complete copies, and a flash drive of the Proposal are to be submitted to the City Clerk by the date and time indicated above. Each copy should contain all mandatory and optional information submitted by the Proposer. The City at its discretion may request additional copies, at no cost to the City. **Each copy shall contain all required information in order to be considered responsive.**

3.3.2 Proposal Packaging –The outside of each sealed Proposal must clearly indicate “RFP No. 2022-007, Health Insurance Broker of Record Services,” and the Proposer's name and address. The “Qualification Package” and the “Cost Package” must be included in the Proposal.

3.3.3 Signatures – All required signatures from an authorized representative who has the legal authority to bind the Proposer in contractual obligations must be in ink. The Proposal must be typed or legibly printed in ink. Use of erasable ink is not permitted. All blank spaces must be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Proposer to any part of the Proposal document must be initialed in ink. Failure to manually sign the appropriate Proposal forms may disqualify the Proposer and the Proposal will not be considered.

Proposals by corporations must be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the Corporate Seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

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

3.3.4 Proposal Format – The Proposal must be typed or legibly printed in ink on 8 ½ x 11-inch white paper. Pages shall be secured by staple, Cerlox binding, or similar closure. Proposals shall be organized in chapters according to Table 3.3.4. A tab indicating the Chapter Number shall separate chapters.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a page inserted immediately following the form. Any additional pages are to be numbered the same as the form, with the addition of the letter “a,” “b,” “c,” etc. If a form is provided and additional forms are needed the form may be photocopied. The photocopied pages are to be numbered the same as the form with the addition of the letter “a,” “b,” “c,” etc.

Responses must be complete and unequivocal. In instances where a response is not required, or is not applicable (or material) to the Proposal, a response such as “no response required” or “not applicable” is required.

Table 3.3.4 - Proposal Format (continued)

Qualification Package Forms are found in Section 4.

Cost Package Forms are found in Section 5.

Qualification Package	
Chapter 1	Letter of Intent
Chapter 2	Proposer's Statement of Organization - Form 1
Chapter 3	Staffing - Form 2
Chapter 4	References – Form 3
Chapter 5	Financial Stability
Chapter 6	Broker Approach
Chapter 7	Non-Collusion Affidavit – Form 4
Chapter 8	Drug-Free Workplace – Form 5
Chapter 9	Scrutinized Companies – Form 6
Chapter 10	E-Verify Form – Form 7
Chapter 11	Acknowledgment of Addenda – Form 8
Chapter 12	Certification to Accuracy of Proposal – Form 9
Chapter 13	Documentation from State of Florida Division of Corporations confirming the Proposer is authorized to do business in the State of Florida
Cost Package	
Chapter 1	Signature - Form 1
Chapter 2	Proposed Cost – Form 2

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3.4 Qualification Package

The Proposer's Qualification Package forms are located in Section 4 of these RFP documents. The City Administration shall examine the documentation submitted in the Qualification Package to determine the responsiveness of each Proposer. Failure to provide the required information will disqualify any such Proposal as non-responsive, and such Proposal will not be considered. Proposers must provide the following information in the separate Qualification Package:

- 3.4.1 **Letter of Intent** – The Letter of Intent is to be signed by an officer of the company authorized to bind the Proposer to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than ninety (90) calendar days is required.
- 3.4.2 **Proposer's Statement of Organization** – Proposers are permitted to supply additional information that will assist the City in understanding the Proposer's organization.
- 3.4.3 **Staffing** – Proposers must demonstrate significant staff expertise in obtaining and maintaining insurance coverage for organizations the size of the City of Lighthouse Point. The Proposer must provide the name of the individual or individuals who will provide services under this contract and describe his/her qualifications. The Proposer must provide an organizational chart of the company.
- 3.4.4 **References** – Proposer must identify successful experience in providing similar broker services for public entities in the State of Florida. A summary list showing at least three (3) of the most recently awarded and serviced comparable jobs, going back no more than five (5) years must be provided. This summary list must identify the name of the employer, address, description of services rendered, dates of service, basis of compensation (commission or flat fee), and a contact/reference person with phone number. Using Form 3, Proposers shall provide references for all jobs summarized.
- 3.4.5 **Financial Stability** – Proposers shall demonstrate financial stability. Proposers must provide a statement of the Proposer's financial stability, including a copy of the most recent annual financial report/annual audit.
- 3.4.6 **Broker Approach** – Proposer must provide a description of their approach to providing services related to obtaining and maintaining health insurance coverage for public employees to demonstrate their understanding of the City's expectations and the requirements of Florida law. The description should include a list of successful actions with other employers that have been successful in providing comprehensive health insurance coverage at a market-competitive cost.
- 3.4.7 **Non-Collusion Affidavit** – Using Form 4, Proposers shall list and describe their relationships with the City.
- 3.4.8 **Drug-Free Workplace** – Proposer shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed Certification of Compliance, Form 5, must be submitted.
- 3.4.9 **Scrutinized Companies** – Proposer shall certify that it does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria, pursuant to Florida State Statute 287.135.

3.4.10 E-Verify – Proposer shall comply with Florida Statute 448.095 by using the E-verify system in order to verify the work authorization status of all newly hired employees.

3.4.11 Acknowledgment of Addenda – Execute Form 8 acknowledging Proposer has received and reviewed all Addenda to the RFP.

3.4.12 Certification to Accuracy of Proposal – Proposer shall certify and attest, by executing Form 9, that all Forms, Affidavits, and documents related thereto that it has enclosed in the Qualification Package, in support of its Proposal, are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such Forms, Affidavits, and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

3.5 Qualification Package Evaluation

The City Administrator shall examine the documentation submitted in the Qualification Package to determine the responsiveness of each Proposer. Failure to provide the required information may disqualify any such Proposal as non-responsive, and such Proposal will not be considered. The City Administrator has the sole discretion to reject a Proposer or qualify a Proposer.

A Selection Committee will be appointed by the Mayor. The Committee may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish the City all such information and data for this purpose as the City may request before, during, and after the Proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all Proposers, obtain credit reports, or any other action it deems necessary to fairly evaluate all Proposers.

3.6 Cost Package

The Proposer's Cost Package forms are located in Section 5 of these RFP documents. The Cost Package forms must be completed, signed, and returned as part of the RFP Proposal.

3.7 Proposal Evaluation

The Bid shall be awarded by the City utilizing a ranking and weighting process in four (4) categories defined in Table 3.7 and the paragraphs below.

Table 3.7 - Scoring Criteria

Criteria	Weight
Experience of the Firm	30 %
Experience of the Individuals Assigned	30 %
Completeness of Broker Approach	30 %
Price	10 %
Total	100 %

Experience of the Firm (30%): The degree to which the Proposer has demonstrated experience in providing broker of record services to public entities with the State of Florida. Documentation meeting this criterion includes:

- Brief history of firm including size and any specialty areas.
- Background company data, including financial viability references.
- Particular expertise or involvement in the insurance/employee benefits industry.
- Municipal experience.
- List of providers associated with the firm.

Experience of the Individuals Assigned (30%): The degree to which the Proposer commits to assign individuals in the Firm that have experience providing health insurance broker of record services to public entities within the State of Florida. Documentation should include an introduction to the account team by name with specific roles, qualifications and experience, and distribution of responsibilities including support capabilities. Please provide a copy of your State of Florida Broker's License.

Completeness of Broker Approach (30%): The degree to which the Proposer demonstrates its understanding of the City's expectations for the broker. Documentation should include:

- A description of service philosophy.
- Current use of technology, especially capability for computerized legal/benefit design research and for sharing and editing documents electronically, including an open enrollment and self-serve solution.
- Action-plan and timetable for assuming responsibilities as well as future design/cost containment plan.
- Detail of services that will be provided to the City.
- Describe ways in which broker will be available to assist the City and its employees.
- Describe where employee assistance will be provided (phone, face-to-face in Lighthouse Point, or other).

Price (10%): Proposed price will be considered only after the criteria have been rated. Proposer must indicate whether their compensation will be accumulated based on a commission as percentage of premium or on a flat dollar fee charged directly to the City.

3.8 Estimated Schedule

The City anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the City.

	DATE
Request for Proposals Legal Advertisement	October 27, 2022
RFP Release	October 27, 2022
Last Date for Submittal of Written Questions Prior to Proposal Due Date	November 18, 2022

Proposals Due by 2:00 p.m.

November 29, 2022

Public Opening of Proposals after 2:00 p.m.

November 29, 2022

SECTION 4 - QUALIFICATION FORMS

All forms located in this section of the RFP shall be included in the Qualification Package. Forms not completed in full may result in disqualification. Please print clearly or type information on all forms.

Form 1

Proposer's Statement of Organization – Please print clearly or type information on all forms.

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s), include their name, title, phone number, and email address:

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
<hr/>		
<hr/>		
<hr/>		

If a corporation, in what state incorporated: _____

Date Incorporated: _____
Month Day Year

If a Joint Venture or Partnership, date of Agreement: _____

5. List all firms participating in this project:

Name	Address
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Form 1

Proposer's Statement of Organization (continued)

6. Outline specific areas of responsibility for each firm listed in Question 5, if applicable.

1. _____
2. _____
3. _____
4. _____

7. Identify the provisions of any agreement between parties, which assigns legal or financial liabilities or responsibilities:

8. If responding firm(s) are a partially or fully owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

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Form 2

Staffing

Attach an organization chart for your organization.

The organization chart must show staffing by position, number of staff per position, and organizational relationship of positions. For the professional or management level staff person(s) that will be responsible for providing services, provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must be provided in the following format; however, additional information may be provided at the option of the Proposer.

A. Name & Title: _____

B. Project Assignment: _____

C. Name of Company with which associated: _____

D. Years Experience with

 This Company: _____

 With Other Similar Companies: _____

E. Education:

 Degree(s): _____

 Year/Specialization: _____

F. Professional References: (List a minimum of 3):

G. Other Relevant Experience and Qualifications:

Form 3

References

The Proposer shall provide a minimum of three (3) references of public agencies or cities to which the Proposer provided similar services to those being proposed in this Proposal. Include with every contact person below, their official title.

1. Name of Public Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
2. Name of Public Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____
3. Name of Public Agency: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____

Non-Collusion Affidavit

1. He/She is _____ of _____ the Proposer 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 sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lighthouse Point, Florida or any person interested in the proposed Agreement; and
5. The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Print Name _____

Date _____

STATE OF FLORIDA)
COUNTY OF) SS

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

Notary Seal

SIGNATURE OF NOTARY PUBLIC

My Commission Expires:

PRINTED NAME OF NOTARY PUBLIC

Form 5
Drug-Free Workplace

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature

Print Name

Title

Date

STATE OF FLORIDA) SS:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

My Commission Expires:

PRINTED NAME OF NOTARY PUBLIC

Form 6
Scrutinized Companies

CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135

I, _____, on behalf of _____,
Print Name and Title Company Name

Certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Company Name

Signature

Print Name

Title

CITY OF LIGHTHOUSE POINT
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Project No.: _____

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Lighthouse Point. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Lighthouse Point; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting

that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

Form 8
Acknowledgment of Addenda

The Proposer hereby acknowledges the receipt of the following addenda issued by the City and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

Addendum Number	Date Received	Print Name	Title	Signature

Form 9

Certification to Accuracy of Proposal

Proposer, by executing this Form, hereby certifies and attests that all Forms, Affidavits, and documents related thereto that it has enclosed in the Qualification Package in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such Forms, Affidavits, and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits, and documents submitted in support of such Proposal;
3. All Forms, Affidavits, and documents submitted in support of this Proposal and included in the Qualifications Package are true and accurate;
4. No information that should have been included in such Forms, Affidavits, and documents has been omitted; and
5. No information that is included in such Forms, Affidavits, or documents is false or misleading.

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2022.

Notary Seal

SIGNATURE OF NOTARY PUBLIC

My Commission Expires:

PRINTED NAME OF NOTARY PUBLIC

SECTION 5 - COST FORMS

All forms located in this section of the RFP shall be included in the Cost Package.

Forms not completed in full may result in disqualification. Please print clearly or type information on all forms.

Form 1

Signature Form

The Undersigned hereby certifies as follows:

That _____ has personally and carefully examined the specifications and instructions for the work to be done for the City of Lighthouse Point identified in this RFP.

That _____ has made examination of the services as applicable to the Proposal, and fully understands the character of the work to be done.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment, and facilities, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the Agreement, at the service rates set forth on the Cost Forms set forth below:

1. **Broker Fee: Percentage of Health Insurance Premium** _____
2. **Annual Flat Dollar Consulting Fee Charged Directly to the City** _____

PROPOSER

Firm Name

President/Partner/Owner Signature

President/Partner/Owner Printed Name

Secretary Signature

Secretary Printed Name

Individual: _____ Partnership: _____

Corporation _____, A _____ Corporation
(State of Incorporation)

Date _____

Signature Instructions:

If business is a CORPORATION, name of the Corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by Corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the Proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form. If the business is an INDIVIDUAL PROPRIETERSHIP, the name of the owner should appear followed by d/b/a and name of the company.

Form 2

Proposed Cost

The following Cost Proposal form is for a not-to-exceed amount in providing health insurance broker of record services for a contractual term of five (5) years.

PROPOSED COST TO PROVIDE SERVICES	
1. Flat Dollar Consulting Fee	
a. FY 2023	\$ _____
b. FY 2024	\$ _____
c. FY 2025	\$ _____
d. FY 2026	\$ _____
e. FY 2027	\$ _____
2. Commission as Percent of Health Insurance Premium	_____ %

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AGREEMENT

THIS IS AN AGREEMENT dated the _____ day of _____, 2022, between CITY OF LIGHTHOUSE POINT, a Florida municipal corporation, hereinafter "CITY," and _____ a Florida Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

SECTION 1 PREAMBLE

In order to establish the background, context and form of reference for this AGREEMENT and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this AGREEMENT is based. CITY obtained price quotes indicating the CITY'S desire to hire a contractor to perform work concerning:

"RFP NO. 2022-007 - HEALTH INSURANCE BROKER OF RECORD SERVICES"

On _____, the City Commission awarded the bid and authorized the proper CITY officials to enter into an AGREEMENT with CONTRACTOR for prices specified in their Proposal and included in the AGREEMENT as Exhibit A for **"RFP NO. 2022-007 - HEALTH INSURANCE BROKER OF RECORD SERVICES."**

SECTION 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, software programs, supplies, and labor necessary to perform all of the work described in Request for Proposal "Health Insurance Broker of Record Services, RFP No. 2022-007, which is included herein in this AGREEMENT as Exhibit B.

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this AGREEMENT with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, manpower, and professional licenses to perform the services to be provided by CONTRACTOR pursuant to the terms of this AGREEMENT.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good consulting and management practices.

2.4 The Request for Proposal (RFP) is included in its entirety as part of this AGREEMENT.

2.5 CONTRACTOR agrees to present health insurance options annually to the City no later than July 15 each year. The City Administrator can extend the time based on

circumstances beyond the control of the CONTRACTOR, or for the convenience of the CITY.

SECTION 3 CONTRACT SUM

3.1 The CITY hereby agrees to pay or provide for the carrier to pay the CONTRACTOR for the faithful performance of this AGREEMENT for work completed. Prices for work completed by the CONTRACTOR are reflected in CONTRACTOR'S Proposal, which is incorporated herein as Exhibit A.

3.2 For payment purposes, CONTRACTOR will do the work specified in the Proposal. CONTRACTOR will either invoice the City for work performed when work is completed or obtain compensation as a commission from the health insurance carrier.

SECTION 4 CONTRACTOR'S INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and Subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

SECTION 6 INSURANCE

6.1 The CONTRACTOR shall provide and maintain in force at all times during the AGREEMENT with the CITY such insurance, including Workers' Compensation and Comprehensive General Liability Insurance, and Automobile Liability Insurance and will assure to the CITY the protection contained in the foregoing indemnification undertaken by the CONTRACTOR, including the following:

- a. Workers' Compensation Statutory limits.
- b. Commercial General Liability Insurance with limits of no less than \$1,000,000.00 with a \$2,000,000 umbrella, including CITY as an additional insured.
- c. Automobile Liability coverage is to include bodily injury and property damage arising out of operation, maintenance, or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$300,000.00 per occurrence.

6.2 CONTRACTOR shall ensure that its Insurance provides adequate coverage consistent with its obligations under this AGREEMENT.

6.3 A Certificate of Insurance acceptable to the CITY shall be provided listing the above coverages and providing thirty (30) days prior written notice to the CITY in the case of cancellation or change of insurer. Should CONTRACTOR permit any required coverage to lapse, CITY may, but is not required to, immediately terminate this AGREEMENT. The CITY shall be named as an additional insured on the Liability Policies.

6.4 CONTRACTOR is advised to require all of its' Subcontractors to provide the aforementioned coverage as well as any other coverages that the AGREEMENT may consider necessary, and any deficiency in the coverages or policy limits of any Subcontractors will be the sole responsibility of the CONTRACTOR. CONTRACTOR shall provide proof of coverage by its Subcontractors upon CITY'S request.

SECTION 7 WARRANTIES AND ATTORNEYS FEES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the CITY with the usual thoroughness and competence of the health insurance trade. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the AGREEMENT, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.

SECTION 8 MISCELLANEOUS

8.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of the AGREEMENT.

8.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval as evidenced by a letter signed by the City Administrator, which may be withheld for any or no reason. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

8.3 CONTRACTOR and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this AGREEMENT. This AGREEMENT

shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

8.4 The remedies expressly provided in this AGREEMENT to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

8.5 Public Records:

- A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Administrator, at no cost to the City, within three (3) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

KATHRYN SIMS, CITY CLERK
CITY OF LIGHTHOUSE POINT
2200 NE 38TH STREET
LIGHTHOUSE POINT, FL 33064
954-943-6500
LHPADMIN@LIGHTHOUSEPOINTFL.GOV

8.6 Scrutinized Companies: Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.7 E-VERIFY: Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- ii. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Lighthouse Point. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Lighthouse Point; and
- iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

8.8 Neither party, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship, or have any adverse claim against the other party that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise or judgment related to its performance under this AGREEMENT. This provision shall also apply to all of CONTRACTOR'S Subcontractors used for the work.

SECTION 9 GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

9.1 CONTRACTOR agrees that the contracts shall be governed by the laws of the State of Florida. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. THE PARTIES KNOWINGLY, VOLUNTARILY AND UNEQUIVOCALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY FOR ANY CLAIMS WHETHER IN CONTRACT, TORT OR STATUTE, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

9.2 Any remedies provided in this Agreement shall be deemed cumulative and additional and are not in lieu of or exclusive of each other or of any other rights or remedies any party hereto otherwise has by law, equity or statute. In any action arising under this Agreement issued hereunder, the prevailing party is entitled to recover a reasonable fee for the services of the prevailing party's attorney through trial and appeal, in an amount to be determined by the court, together with the prevailing party's costs of the action. In the event each party shall partially prevail in such action, costs and reasonable attorneys' fees shall be equitably apportioned between the parties by the court.

SECTION 10 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

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

10.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

SECTION 11 TERM AND TERMINATION

11.1 This AGREEMENT shall have an Initial Term of five (5) years, commencing on the date of full execution by the CITY. This AGREEMENT may be renewed annually for a period of up to five (5) years following the initial five (5) year period with the mutual consent of both parties. Compensation will be determined at time of renewal.

11.2 It is expressly understood and agreed that the CITY or the CONTRACTOR may terminate this AGREEMENT at any time, without cause or penalty, on thirty (30) days written notice, to the other party. However, if the CONTRACTOR wants to terminate the AGREEMENT anytime between the months of June and September the CONTRACTOR shall provide the City with ninety (90) days notice. In the event of termination, the CITY'S sole obligation to the CONTRACTOR shall be payment for services for work previously

SECTION 12 NOTICES

For CONTRACTOR: _____

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

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In the event the CONTRACTOR fails to comply with the provisions of this AGREEMENT, the CITY may declare the CONTRACTOR in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed thirty (30) calendar days unless otherwise agreed to by the parties. In such event, the CONTRACTOR shall only be compensated for any services completed as of the date written notice of default is served.

SECTION 14 ACCEPTANCE OF AGREEMENT

Execution of this AGREEMENT by both parties signifies agreement with all the terms and conditions and serves as a notice to proceed.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this AGREEMENT, in duplicate.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

CITY OF LIGHTHOUSE POINT

Mayor

Printed Name of Mayor

ATTEST

City Clerk

APPROVED AS TO FORM:

City Attorney

Date

CONTRACTOR

Contractor's Name

WITNESSES

CONTRACTOR

Signature

Signature of President

Print name

Printed Name of President

Signature

Print name

ATTEST

(Corporate Seal)

Secretary

STATE OF FLORIDA)

) SS:

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and _____ as _____ and _____, respectively, of _____, a Florida corporation, and acknowledged they executed the foregoing AGREEMENT as the proper officials of _____, for the use and purposes mentioned in the AGREEMENT and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2022.

My Commission Expires:

Signature of Notary Public

Printed Name of Notary Public

Notary Seal