VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Michael E. Kelly, *Vice Mayor*
Michael W. Davey
Enrique Garcia
Robert Gusman
Mayra P. Lindsay
James S. Taintor

Village Manager
John C. Gilbert

DATE: January 10, 2012

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Village Manager

RE: Request for Qualifications for a Health Insurance Broker of Record Services

RECOMMENDATION

It is recommended that the Village Council procure an insurance broker of record by seeking Qualification Statements for Health Insurance Broker of Record Services.

BACKGROUND

In accordance with Section 112.08 of Florida Statutes, the Village of Key Biscayne is asking for insurance brokers to submit applications to provide professional services. This RFQ is for all of the services related to employee health coverage and other related benefits programs. The purpose of this RFQ is to seek qualified brokers to assist with the strategic implementation of coverage, design, and negotiation, as well as, ensuring that the Village has the most financially competitive and affordable benefit programs to offer to our full-time employees. The Broker of Record would be responsible for advising, selecting among plan coverage alternatives, evaluating the plan coverage, plan deductibles, co-payments, and out-of-pocket payments, in addition to keeping abreast of potential gaps or overlaps in service.

RESOLUTION NO. 2012-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO PUBLISH A REQUEST FOR QUALIFICATIONS FOR A HEALTH INSURANCE BROKER OF RECORD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the "Village") desires to procure a health insurance broker of record (the "Broker") for the Village; and

WHEREAS, the Village Council desires to authorize the Village Manager to publish a Request for Qualifications for a Broker; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Village Manager Authorized.** The Village Manager is hereby authorized to publish a Request for Qualifications, in substantially the form attached hereto as Exhibit "A," for a Broker for the Village.

Section 3. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of January, 2012.

MAYOR FRANKLIN H. CAPLAN

ATTEST:

_____

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

VILLAGE ATTORNEY

REQUEST FOR QUALIFICATIONS

Notice is hereby given that the Village of Key Biscayne is seeking sealed Qualifications for:

"RFQ NO. 2012-01, HEALTH INSURANCE BROKER OF RECORD SERVICES"

RFQ documents may be obtained from the Village's website (http://www.keybiscayne.fl.gov/) or Jennifer Duque, Executive Assistant to the Village Manager, Village of Key Biscayne, 88 W. McIntyre Street, Key Biscayne, FL 33149. Qualifications will not be accepted from anyone who obtains the bid documents from any other party.

A NON-MANDATORY PRE-QUALIFICATIONS CONFERENCE will be held in the Village of Key Biscayne, Village Clerk's Office, 88 W. McIntyre Street, Key Biscayne, FL 33149 at _____, local time, on _____.

Qualifications shall be received in the Village Manager's Office, Village of Key Biscayne, Village Clerk's Office, 88 W. McIntyre Street, Key Biscayne, FL 33149 **(Use the physical address for Village of Key Biscayne listed above for sending packages by any means other than US Mail),** either by mail or hand delivery, on or before _____, local time, on_____, where shortly thereafter Qualifications will be opened and read aloud. One (1) original and seven (7) complete copies must be submitted in sealed packaging and clearly marked on all outer packaging, including outer shipping package and/or envelope, **"Sealed Qualifications RFQ # 2012-01, Health Insurance Broker of Record Services."** Late Qualifications shall not be accepted or considered. Any uncertainty regarding the time a bid is received will be resolved against the bidder.

The RFQ includes the following:

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

All questions or comments on the RFQ shall be submitted in writing and directed to Jennifer Duque, Executive Assistant to Village Manager at jmedina@keybiscayne.fl.gov, or faxed to Fax: (305) 365-8936.

The Village of Key Biscayne reserves the right to reject any and all Qualifications, to waive any and all informalities and irregularities, and to accept or reject all or any part of any Qualifications as they deem to be in the best interest of the citizens of the Village of Key Biscayne, or the Village may reject Qualifications and re-advertise.

SECTION 1 – BACKGROUND INFORMATION

1.1 Introduction

The purpose of this section of the RFQ is to familiarize prospective Qualifiers with the Village and its expectations for the health insurance broker of record. Each Qualifier 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 Qualifier agrees that it has satisfied itself by the Qualifier's own investigation and research regarding all such conditions, and is based upon such investigation and research, and that the Qualifier shall make no claim against the Village because of any estimates, statements or interpretations made by any officer or agent of the Village which may prove to be in any respect erroneous.

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

1.2 General Information

[Add Village of Key Biscayne Description]

The Village is soliciting services of a qualified firm to represent and manage the Village's health insurance coverage for all full-time employees. The Village currently offers health insurance from _____, and vision plans, and AFLAC cancer, accident, hospital, and short-term disability policies. The selected broker may receive copies of all communications to the Village as policy holder and may receive all quotes, policies and notices on behalf of the Village. 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 Village of Key Biscayne desires the broker of record to perform the following services:

1. Advise and assist the Village in evaluating and selecting among coverage alternatives such as plan coverages, deductibles, co-payments, out-of-pocket payments, etc. In the event the Village determines that it is in its best interest to enter into new contracts for insurance coverages, advise and assist the Village in its competitive bidding process consistent with Section 112.08, Florida Statutes.
2. Advise the Village of potential gaps or overlaps in coverages.
3. Assist the Village with receiving and reviewing claims data and determining premium impact of any coverage changes.

4. Assist Village employees as requested in submitting claims, interpreting coverage and appealing denials.
5. Assist the Village with Benefit Renewals through ensuring that all potential carriers that meet Village needs receive claims and employee census data and seek alternative coverage if requested.
6. Assist the Village with the Benefit Plan Design to contain cost and maximize benefit effectiveness.
7. Assist with setting up the renewals timing schedule annually so that decisions can be made in conjunction with Village budgetary decisions. Assist with writing, reviewing, analyzing, and presenting Requests for Qualifications during renewals. Provide side-by-side reporting for Village review. Prepare and/or review and advise on contract renewals. Assist with employee open enrollment meetings.
8. Provide written update on new State or Federal legislation or judicial decisions impacting the Village and suggested action or changes in operations or procedures to assure compliance.
9. Provide advice on data practice, records retention and privacy issues. Research benefits questions and provide advice to the Village as needed.
10. Establish relationships with those providers that will most greatly benefit the needs of the Village of Key Biscayne and its employees.
11. The successful Qualifier will be in contact with the Village Manager in all matters as they relate to benefit insurance for the Village. Said Qualifier will also be required to be available to address the Village Council or Village staff as the need arises.
12. Prompt response to questions and requests is an absolute requirement.
13. Analyze and report utilization trends and costs. Help to provide the Village Administration recommendations on how best to utilize available plans and limit premium increases.

1.4 Special Considerations

The Village wishes to continue to offer one health insurance plan to accommodate all employees. The Village prefers to not self insure for health coverage.

SECTION 2 - GENERAL INSTRUCTIONS

2.1 RFQ Documents

These RFQ documents constitute the complete set of Qualifications specifications and forms. All forms and documents must be executed, sealed, and submitted as provided in Section 2 of this RFQ. Qualifications not submitted on the prescribed Qualifications forms shall be rejected. By submitting a Qualification, the Qualifier 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 RFQ constitutes a binding offer by the Qualifier.

2.2 Mistakes

Qualifiers shall examine the RFQ documents, Agreement, Qualifications forms, and all other instructions provided herein. FAILURE TO DO SO WILL BE AT THE QUALIFIER'S RISK.

2.3 Additional Terms and Conditions

Additional terms and conditions not included with the RFQ 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 RFQ.

2.4 Interpretations and Inquiries

All Qualifiers shall carefully examine the RFQ documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing. Any questions concerning the intent, meaning, and interpretation of the RFQ documents shall be requested in writing, and received by the Village no later than _____, local time, on _____. Written inquiries must be addressed to:

Jennifer Duque,
Executive Assistant to the Village Manager
Village of Key Biscayne
88 W. McIntyre Street
Key Biscayne, FL 33149

No person is authorized to give oral interpretations of, or make oral changes to, the RFQ documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFQ documents will be made in the form of a written addendum to the RFQ document and will be furnished by the Village to all Qualifiers who received an RFQ package. Only those interpretations of, or changes to, the RFQ document that are made in writing and furnished to the Qualifiers by the Village may be relied upon.

2.5 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Village, 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 Village or the Qualifier.

2.6 No Contingent Fees

Qualifier 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 Qualifier, to solicit or secure the awarding of this RFQ 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 Qualifier, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this RFQ or making of the Agreement. Violation of this provision shall result in the Qualifier's Qualifications being rejected by the Village. The Village also reserves the right to pursue any other remedies or actions available to it to respond to such violation.

2.7 Independence Affidavit

The Qualifier shall list and describe any relationships – professional, financial, or otherwise – that it may have with the Village, 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 RFQ. Additionally, the Qualifier shall give the Village written notice of any other relationships – professional, financial, or otherwise – that it enters into with the Village, 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 Qualifiers

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

2.9 Assignment; Non-Transferability of Qualifications

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

If, at any time during the Qualification process, filings, notices, or like documents are submitted to any regulatory agency concerning the potential acquisition of Qualifier, or the sale of a controlling interest in the Qualifier, or any similar transaction, Qualifier shall immediately disclose such information to Village.

Failure to do so may result in the Qualification being disqualified, at the Village's sole discretion.

2.10 Legal Requirements

Qualifiers 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 RFQ. Lack of knowledge of the Qualifier 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 Qualification on the services requested herein shall be considered as a representation that the Qualifier is familiar with all Federal, State, County, and local laws, ordinances, rules, and regulations which 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 Qualifier discovers any provisions in the RFQ documents that are contrary to or inconsistent with any law, ordinance, or regulation, he/she shall report it to the Village in writing without delay.

2.12 Advertising

In submitting a Qualification, Qualifier agrees not to use the results as a part of any advertising or Qualifier sponsored publicity without the express written approval of the Village.

2.13 Execute Agreement

The terms, conditions, and provisions in this RFQ shall be included and incorporated in the final Agreement between the Village and the successful Qualifier(s). The order of precedence will be the Agreement, the RFQ Documents, the Qualifier'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 Miami-Dade County, Florida.

2.14 Withdrawal or Revision of Qualifications Prior to and After Opening

A Qualifier shall not withdraw, modify, or correct a Qualification after it has been deposited with the Village. The withdrawal, modification, or correction of a Qualification after it has been deposited with the Village shall constitute a breach by the Qualifier. No Qualifier may withdraw its Qualifications within ninety (90) calendar days after the Qualifications opening date.

2.15 VILLAGE'S Exclusive Rights

The Village 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 Village Council not to be in the best interest of the Village;
5) Re-advertise the RFQ for Health Insurance Broker of Record Services.

2.16 Addenda

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

2.17 Examination of the Information

By the submission of a Qualification to do the work, the Qualifier certifies that a careful examination of the documentation and all RFQ documents, including addenda, has taken place, and that the Qualifier is fully informed concerning the requirements of the RFQ 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 Qualifier will not be entitled to additional compensation upon subsequently finding that conditions require methods other than that anticipated in making the Qualifications. Negligence or inattention by the Qualifier in determining conditions of the Agreement prior to submitting the Qualifications, or in any phase of the performance of the work, shall be grounds for refusal by the Village 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 RFQ will be accepted, unless the conditions or specifications of the RFQ 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

Qualifications prior to delivery, it shall be the responsibility of the Qualifier to immediately notify the Village. The Village reserves the right to issue an addendum or to cancel the RFQ at no expense to the Village.

2.20 Public Records

Any material submitted in response to this RFQ 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 Village and may not transact business with the Village 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 RFQ, Qualifier 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 Qualifier shall include the Non-Collusion Affidavit as set forth in Form 4 of Section 4 of this RFQ and as described in Section 3 of the RFQ. Qualifier's failure to include the affidavit shall result in disqualification.

2.23 Understanding RFQ Documents

By submitting a Qualification, the Qualifier acknowledges that they have read and understands the RFQ, and fully and voluntarily accepts all of the terms and conditions set forth in the RFQ.

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SECTION 3 – SPECIFIC TERMS AND CONDITIONS

3.1 Non-Mandatory Pre-Qualifications Meeting

A non-mandatory pre-Qualifications meeting will be held on ___ ___, 2012, at __:__ a.m., local time, in the the Village Manager' Conference Room, Village of Key Biscayne, 88 W. McIntyre Street, Suite 210, Key Biscayne, FL 33149

At the pre-Qualifications meeting, representatives of the Village will be available to answer questions and explain the intent of this RFQ. Questions about, or requested modifications to, the RFQ documents which have been submitted in writing and received by the Director of Administrative Services at least seven (7) business days prior to the pre-Qualifications meeting will be addressed. To the extent possible, the Village will also consider other questions or concerns that may be raised at that time. After the pre-Qualifications meeting, the Village may prepare written documentation to answer questions, which were addressed at the pre-Qualifications meeting, which relate to interpretation of, or changes to, the RFQ documents, which the Village deems appropriate for clarification.

3.2 Submittal, Receipt, and Opening of Qualifications

All Qualification Packages shall be submitted prior to_____, local time, on _____ to:

Jennifer Duque,
Executive Assistant to the Village Manager
Village of Key Biscayne
88 W. McIntyre Street, Key Biscayne, FL 33149

All Qualifiers are reminded that it is the sole responsibility of the Qualifier to ensure that their Qualifications is received in the location above prior to _____, local time, on _____ where shortly thereafter Qualifications will be opened and read aloud. Late Qualifications 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 Qualifier to submit their Qualifications prior to the date and time stated above shall render a Qualifier to be deemed non-responsive and the Qualifications shall not be considered for award.

One (1) original and seven (7) complete copies must be submitted in sealed packaging and clearly marked on all outer packaging, including outer shipping package and/or envelope, **"Sealed Qualifications RFQ No. 2012-01, Health Insurance Broker of Record Services."**

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3.3 Preparation of Qualifications

No Qualifier shall take exception to the RFQ documents herein. Qualifications taking exception to the RFQ documents may be rejected as non-responsive.

3.3.1 **Number of Qualifications** – One (1) original Qualification and seven (7) complete copies of the Qualifications are required to be submitted to the Director of Administrative Services by the date and time indicated above. Each copy should contain all mandatory and optional information submitted by the Qualifier. The Village at its discretion may request additional copies, at no cost to the Village. **Each copy shall contain all required information in order to be considered responsive.**

3.3.2 **Qualifications Packaging** –The outside of each sealed Qualification must clearly indicate "RFQ No. 2012-01, Health Insurance Broker of Record Services," and the Qualifier's name and address. The "Qualification Package" must be included in the Qualification.

3.3.3 **Signatures** – All required signatures from an authorized representative who has the legal authority to bind the Qualifier in contractual obligations must be in ink. The Qualification 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 Qualifier to any part of the Qualification document must be initialed in ink. Failure to manually sign the appropriate Qualifications forms may disqualify the Qualifier and the Qualification will not be considered.

Qualification 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.

Qualification 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 **Qualifications Format** – The Qualification 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. Qualifications 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 Qualifications, a response such as "no response required" or "not applicable" is required.

Table 3.3.4 - Qualifications Format (continued)

Qualification Package Forms are found in Section 4.

Qualification Package	
Chapter 1	Letter of Intent
Chapter 2	Qualifier'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	Acknowledgment of Addenda – Form 6
Chapter 10	Certification to Accuracy of Qualifications – Form 7

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3.4 Qualification Package

The Qualifier's Qualification Package forms are located in Section 4 of these RFQ documents. The Village Administration shall examine the documentation submitted in the Qualification Package to determine the responsiveness of each Qualifier. Failure to provide the required information will disqualify any such Qualifications as non-responsive, and such Qualification will not be considered. Qualifiers 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 Qualifier to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Qualification will remain valid. A period of not less than ninety (90) calendar days is required.

3.4.2 **Qualifier's Statement of Organization** – Qualifiers are permitted to supply additional information that will assist the Village in understanding the Qualifier's organization.

3.4.3 **Staffing** – Qualifiers must demonstrate significant staff expertise in obtaining and maintaining insurance coverage for organizations the size of the Village of Key Biscayne. The Qualifier must provide the name of the individual or individuals who will provide services under this contract and describe his/her qualifications. The Qualifier must provide an organizational chart of the company.

3.4.4 **References** – Qualifier 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, Qualifiers shall provide references for all jobs summarized.

3.4.5 **Financial Stability** – Qualifiers shall demonstrate financial stability. Qualifiers must provide a statement of the Qualifier's financial stability, including a copy of the most recent annual financial report/annual audit.

3.4.6 **Broker Approach** – Qualifier 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

Village'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, Qualifiers shall list and describe their relationships with the Village.

3.4.8 **Drug-Free Workplace** – Qualifier 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 **Acknowledgment of Addenda** – Execute Form 6 acknowledging Qualifier has received and reviewed all Addenda to the RFQ.

3.4.10 **Certification to Accuracy of Qualifications** – Qualifier shall certify and attest, by executing Form 7, that all Forms, Affidavits, and documents related thereto that it has enclosed in the Qualification Package, in support of its Qualifications, are true and accurate. Failure by the Qualifier to attest to the truth and accuracy of such Forms, Affidavits, and documents shall result in the Qualifications being deemed non-responsive and such Qualifications will not be considered.

3.5 Qualification Package Evaluation

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

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

3.6 Qualifications Evaluation

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

Table 3.7 - Scoring Criteria

Criteria	Weight
Experience & Qualifications of the Firm	30 %
Experience of the Individuals Assigned	30 %
Completeness of Broker Approach	30 %
Responsiveness and Compliance with Submission Requirements (complete and thorough)	10 %
Total	**100 %**

Experience & Qualifications of the Firm (30%): The degree to which the Qualifier 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 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 Qualifier 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 Qualifier demonstrates its understanding of the Village'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.
- Action-plan and timetable for assuming responsibilities as well as future design/cost containment plan.
- Detail of services that will be provided to the Village.
- Describe ways in which broker will be available to assist the Village and its employees.
- Describe where employee assistance will be provided (phone, face-to-face in the Village, or other).

Responsiveness and Compliance with Submission Requirements (complete and thorough) (10%): The Qualification Package will be reviewed

and scored based upon the Qualifier's responsiveness and compliance with the submission requirements.

3.7 Estimated Schedule

The Village anticipates that RFQ 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 Village.

	DATE
Request for Qualifications Legal Advertisement	_____
RFQ Release	_____
Last Date for Submittal of Written Questions Prior to Qualifications Due Date	_____
Non-Mandatory Pre-Qualifications Conference at _____a.m.	_____
Qualifications Due by _____	_____
Public Opening of Qualifications after _____	_____

SECTION 4 - QUALIFICATION FORMS

All forms located in this section of the RFQ 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

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

1. Full Name of Business Concern (Qualifier):

   _____

   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 Qualifier. Provide proof of the ability of the individuals so named to legally bind the Qualifier.

   Name _____ Address _____ Title _____

   _____

   _____

   _____

   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

Qualifier'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 Qualifier.

A. Name & Title:

B. Project Assignment:

Name of Company with which associated:

C. Years Experience with This Company:

With Other Similar Companies:

D. Education:
Degree(s):

Year/Specialization:

Professional References: (List a minimum of 3):

E. Other Relevant Experience and Qualifications:

Form 3
References

The Qualifier shall provide a minimum of three (3) references of public agencies or cities to which the Qualifier provided similar services to those being proposed in this Qualification.
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: _____

Form 4
Non-Collusion Affidavit

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

1. He/She is_____of _____the Qualifier that has submitted the attached Qualifications;
2. He/She is fully informed respecting the preparation and contents of the attached Qualifications and of all pertinent circumstances respecting such Qualifications;
3. Such Qualifications is genuine and is not a collusive or sham Qualification;
4. Neither said Qualifier 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 Qualifier, firm, or person to submit a collusive or sham Qualifications in connection with the Agreement for which the attached Qualifications 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 Qualifier, firm, or person to fix the price or prices in the attached RFQ, or of any other Qualifier, or to fix any overhead, profit or cost element of the Qualifications or the response of any other Qualifier, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Key Biscayne, Florida or any person interested in the proposed Agreement; and
5. If applicable, the cost Qualifications in the attached RFQ are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Qualifier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Print Name

_____
Signature

_____
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 _____, 2012.

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 _____, 2012.

_____
NOTARY SEAL

_____
SIGNATURE OF NOTARY PUBLIC

_____
My Commission Expires:

_____
PRINTED NAME OF NOTARY PUBLIC

Form 6

Acknowledgment of Addenda

The Qualifier hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFQ. In the event the Qualifier 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 7

Certification to Accuracy of Qualifications

Qualifier, 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 Qualifications are true and accurate. Failure by the Qualifier to attest to the truth and accuracy of such Forms, Affidavits, and documents shall result in the Qualifications being deemed non-responsive and such Qualifications will not be considered.

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

1. He/She is_____of_____the Qualifier that has submitted the attached Qualifications;
2. He/She is fully informed respecting the preparation and contents of the attached Qualifications and of all Forms, Affidavits, and documents submitted in support of such Qualifications;
3. All Forms, Affidavits, and documents submitted in support of this Qualification 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 _____, 2011.

Notary Seal

_____
SIGNATURE OF NOTARY PUBLIC

_____
PRINTED NAME OF NOTARY PUBLIC

My Commission Expires:

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AGREEMENT

THIS IS AN AGREEMENT dated the _____ day of _____, 2012, between VILLAGE OF KEY BISCAYNE, a Florida municipal corporation, hereinafter "VILLAGE," and _____a Florida Corporation, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE 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. VILLAGE obtained price quotes indicating the VILLAGE'S desire to hire a contractor to perform work concerning:

"RFQ NO. 2012-01 - HEALTH INSURANCE BROKER OF RECORD SERVICES"

On _____, the Village Council awarded the bid and authorized the proper VILLAGE officials to enter into an AGREEMENT with CONTRACTOR for services specified in their Qualifications and included in the AGREEMENT as Exhibit A for **"RFQ NO. _____ - 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 Qualifications "Health Insurance Broker of Record Services, RFQ No._____, which is included herein in this AGREEMENT as Exhibit B.

2.2 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE 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 Qualifications (RFQ) is included in its entirety as part of this AGREEMENT.

2.5 CONTRACTOR agrees to present health insurance options annually to the Village no later than June 15 each year. The Village Manager can extend the time based on circumstances beyond the control of the CONTRACTOR, or for the convenience of the VILLAGE.

SECTION 3 CONTRACT SUM

3.1 The VILLAGE hereby agrees to pay or provide for the carrier to pay the CONTRACTOR for the faithful performance of this AGREEMENT for work completed in accordance with the fee schedule provided in Exhibit B.

3.2 For payment purposes, CONTRACTOR will do the work specified in the Qualifications. CONTRACTOR will either invoice the Village 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 VILLAGE, 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 5 RESERVED

SECTION 6 INSURANCE

6.1 The CONTRACTOR shall provide and maintain in force at all times during the AGREEMENT with the VILLAGE such insurance, including Workers' Compensation and Comprehensive General Liability Insurance, and Automobile

Liability Insurance and will assure to the VILLAGE 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, including VILLAGE 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 VILLAGE shall be provided listing the above coverages and providing thirty (30) days prior written notice to the VILLAGE in the case of cancellation or change of insurer. Should CONTRACTOR permit any required coverage to lapse, VILLAGE may, but is not required to, immediately terminate this AGREEMENT. The VILLAGE 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 VILLAGE'S request.

SECTION 7 WARRANTIES AND ATTORNEYS FEES

CONTRACTOR warrants that its services are to be performed within the limits prescribed by the VILLAGE with the usual thoroughness and competence of the construction 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 VILLAGE 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 VILLAGE'S prior written approval as evidenced by a letter signed by the Village Manager, 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 VILLAGE 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 VILLAGE 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 VILLAGE 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 VILLAGE shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of VILLAGE now or hereafter existing at law or in equity.

8.5 The validity, construction and effect of this Contract 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 a competent court of jurisdiction in Miami-Dade County.

8.6 Should any part, term or provision of this AGREEMENT be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

8.7 In accordance with the Public Records Law, CONTRACTOR agrees to permit VILLAGE to examine all records and grants VILLAGE the right to audit

any books, documents and papers that were generated during the course of administration of this AGREEMENT. CONTRACTOR shall maintain the records, books, documents and papers associated with this AGREEMENT in accordance with the Public Records Act. Upon VILLAGE'S request, CONTRACTOR shall provide VILLAGE with copies of all public records related to this AGREEMENT at no cost to VILLAGE.

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 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color or national origin. Such action must include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION 10 TERM AND TERMINATION

10.1 This AGREEMENT shall have an Initial Term of one (1) year, commencing on the date of full execution by the VILLAGE. This AGREEMENT may be renewed annually with the mutual consent of both parties. Compensation will be determined at time of renewal.

10.2 It is expressly understood and agreed that the VILLAGE 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 Village with ninety (90) days notice. In the event of termination, the VILLAGE'S sole obligation to the CONTRACTOR shall be payment for services for work previously authorized and performed. Such payment shall be determined on services provided as specified in the RFQ Qualifications, and/or the percentage of work performed by the CONTRACTOR up to the time of termination. Upon

such termination, the VILLAGE may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services. The CONTRACTOR'S sole obligation to the VILLAGE shall be to provide for a smooth transition to another CONTRACTOR including outstanding claims issues.

SECTION 11 NOTICES

Whenever the VILLAGE desires to give notice unto the CONTRACTOR, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For VILLAGE:

Village of Key Biscayne
John C. Gilbert, Village Manager
Village of Key Biscayne,
88 W. McIntyre Street, Suite 210
Key Biscayne, FL 33149
Telephone: 305-365-5514
Facsimile: 305-365-8914

Copy to:

Stephen Helfman, Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L
2525 Ponce de Leon Blvd.
Coral Gables, FL 33134
Telephone: 305-854-0800
Facsimile: 305-854-2323

For CONTRACTOR:

_____
_____
_____
_____
_____
_____

Notice by facsimile shall not be deemed received until the party receiving notice receives a copy of such notice through certified mail, return receipt requested.

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.

SECTION 12 DEFAULT

In the event the CONTRACTOR fails to comply with the provisions of this AGREEMENT, the VILLAGE 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 13 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, VILLAGE 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.

VILLAGE OF KEY BISCAYNE

_____
Village Manager

ATTEST

_____
Printed Name of Village Manager

_____
Jennifer Duque,
Executive Assistant to the Village Manager

APPROVED AS TO FORM:

_____
Village Attorney Date

CONTRACTOR

_____
Contractor's Name

WITNESSES :

_____
Signature of President

_____
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 _____, 2012.

_____
Signature of Notary Public
My Commission Expires:

_____
Printed Name of Notary Public

Notary Seal