

**PROFESSIONAL SERVICES AGREEMENT FOR
AGENT/BROKER OF RECORD FOR INSURANCE SERVICES**

2021-21



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Luis Collazo
Councilmember Carlos Alvarez
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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This Agreement made this 15th day of June in the year **2021** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and **A&A Insurance Services, Inc.**, hereinafter called the "Consultant," having a principal office at **11764 W. Sample Rd. Suite 103, Coral Springs, FL 33065.**

RECITALS

WHEREAS the Town has requested the Consultant to provide agent/broker of record for insurance services ("Services").

WHEREAS, the Consultant has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

SECTION A: GENERAL TERMS AND CONDITIONS

1. Definitions

- a. *Additional Services*** means any Work defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- b. *Attachments*** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- c. *Consultant*** means A&A Insurance Services, Inc., which has entered into the Agreement to provide professional services to the Town.
- d. *Deliverables*** mean all documentation and any items of any nature submitted by the Consultant to the Town's Project Manager for review and acceptance pursuant to the terms of this Agreement.
- e. *Errors*** means Services or work product prepared by the Consultant that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- f. *Hourly Rates*** means the expense to the Consultant and on an hourly rate basis for employees in the specified professions and job categories assigned to provide Services under this Agreement. Hourly rates are inclusive of all indirect expense, cost, overhead, and margin.
- g. *Fee*** means the amount of compensation mutually agreed upon for the completion of Basic Services as determined in accordance with Article A.2.c. Fee Amount.
- h. *Project Manager*** means the Title of Project Supervisor who will manage and monitor the Services to be performed under this Agreement.
- i. *Professional Services*** means those services within the scope of practice for property, casualty, and liability insurance program.
- j. *Scope of Service(s)*** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- k. *Town Council*** means the legislative body of the Town of Miami Lakes.

- l. **Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- m. **Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- n. **Work Order*** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Consultant.
- o. **Work Order Proposal*** means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant.

2. General Conditions

*a. **Term***

The Term of this Agreement shall be for three (3) year(s) commencing on the effective date of the Agreement.

The Town, by action of the Town Manager, has the option to extend the term of the Agreement for two (2) one-year(s) terms, subject to continued satisfactory performance as determined by the Town Manager and to the availability and appropriation of funds.

*b. **Scope of Services***

Consultant agrees to provide the Services as specifically described and set forth in Section B.

*c. **Compensation***

Consultant shall receive payments in the form of commissions from the insurance carriers and no amount of compensation shall be paid directly by the Town.

Should the Town qualify for the large insurance category for a business the Town may negotiate with the Consultant for a flat rate fee in lieu of the insurance company receiving compensation directly from the carriers.

The Consultant will disclose to the Town any and all commissions received by the Consultant for the Services provided to Town pursuant to this Agreement. Such commissions shall not include, and the Consultant shall not accept in connection with the Services any additional remuneration. Any agreed upon price increase by the Town shall be capped at the maximum percentage stated in Attachment B of the Consultant's response to the RFQ. Should the Agreement be changed to a flat rate fee the Consultant shall not accept any remuneration other than the amount(s) stipulated in the Agreement in connection with providing the Services.

Should the Town fall within the large employer category during the term of the Agreement the Town and Consultant shall agree upon a Flat Rate Fee, which would then become the Consultant's sole compensation for the Services provided under this Agreement.

The price for the insurance premium(s) shall be reviewed and approved by the Town each year of the Agreement, including option years.

All Services undertaken by the Consultant before the Town's approval of this Agreement shall be at the Consultant's own risk and expense.

3. Additional Services

When the Town desires to obtain insurance pursuant to this Agreement, the Town will notify the Consultant in writing of the specifics of the insurance required, including, but not limited to, the nature of the coverage, the amount of the coverage, and a specification of named insureds, additional insureds, or additional named insureds. The Consultant shall then proceed to obtain quotes for the requested insurance. At such time as the Consultant has completed the process, the Vendor shall submit to the Town a report detailing the work performed by the Consultant, the insurance options available to the Town, the Consultants recommendations with explanation for the recommendation, and all costs, including premiums and commissions, associated with each option. The Town shall review the options and shall either select one of the options available or reject all options. If the Town selects an option, the Town will issue a Purchase Order to the company or companies providing the insurance under that option.

4. Performance

a. *Performance and Delegation*

The Services to be performed hereunder must be performed by the Consultant or Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subconsultant.

b. *Removal of Unsatisfactory Personnel*

The Project Manager or Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Consultant or subconsultant.

c. *Consultant Key Staff*

The parties acknowledge that Consultant was selected by the Town, in part, on the basis of qualifications of particular staff identified in Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant must ensure that Key Staff are available for

Services hereunder as long as said Key Staff are in Consultant's employ. Consultant must obtain prior written acceptance of Project Manager to change Key Staff. Consultant must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

d. *Time for Performance*

The Consultant agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Consultant for extra compensation.

5. Standard of Care

Consultant is solely responsible for the technical accuracy and quality of its Services. Consultant must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Consultant will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

6. Annual Plan Proposals

Consultant shall meet with the Project Manager and any other Town representatives designated by the Town Manager as frequently as necessary during the development of the benefit plan options and presentation of the annual benefits plans and establishing of the goals and objectives of the Town Benefits program.

A. Initial Benefits Plan Proposals

Within **30** days of execution of the Agreement, the Consultant shall provide to the Project Manager an annual benefits plan, which shall include multiple options for Health and Dental Insurance and provide details detailed explanations of benefits, and downsides for each option, and the Consultant's recommendation.

As part of the subsequent year plan proposals the Consultant shall:

- Research, design and propose employee benefit plans for the Town
- Provide an analysis of the proposed plans and identify available cost savings plan alternatives and creative funding options.
- Determine the appropriate employee and employer benefit contribution levels
- Provide Town with information on what other municipalities and companies of comparable size and location are currently doing or will be doing with their benefits in the upcoming plan year.

- Conduct negotiations and develop appropriate information for management purposes
- Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations.
- Review plan documents (employee booklets) and master contracts before adoption and printing.
- Assist with developing Town employee benefit program communication materials. Coordinate the design, printing, and production of those materials, as edited and approved by the Town's Benefits Administrator.
- Advise and assist the Project Manager with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance.
- Assist Town with the development of performance guarantees relating to vendors' performance of services to the Town, and evaluation of the performance of vendors.

B. Subsequent Year Benefits Plan Proposals

For subsequent years of the Agreement the Consultant shall provide the Project Manager an annual benefits plan, which shall include multiple options for Health and Dental Insurance and provide details detailed explanations of benefits, and downsides for each option, and the Consultant's recommendation. The annual benefit plan proposal must be submitted to the Project Manager no later than sixty (60) days prior to the open enrollment period.

As part of the subsequent year plan proposals the Consultant shall:

- Using current and historical Town health and medical benefit plans as benchmarks, research, design and propose employee benefit plans for the Town as appropriate.
- Provide an analysis of the current plan, including a review of current and past performance
- Review additional available cost savings plan alternatives and creative funding options.
- Determine the appropriate employee and employer benefit contribution levels.
- Review and recommend annual contribution strategy from active participants and retirees.
- Provide Town with information on what other municipalities of comparable size and location will be doing with their benefits in the upcoming plan year.
- Conduct renewal negotiations and develop appropriate information for management purposes.
- Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations.
- Review plan documents (employee booklets) and master contracts before adoption and printing.
- Assist with the planning and implementation of selected changes including transition from the current to new vendors, the renewal proposal, and other benefits changes.
- Assist with developing Town employee benefit program communication materials. Coordinate the design, printing, and production of those materials, as edited and approved by the Town's Project Manager.

- Advise and assist the Town's Project Manager with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance.
- Assist Town with the development of performance guarantees relating to vendors' performance of services to the Town, and evaluation of the performance of vendors.

7. Subconsultants

- Unless this box is checked, the use of subconsultants is prohibited under this Agreement.

8. Default

a. General

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Village. Consultant understands and agrees that termination of this Agreement under this section does not release Consultant from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Consultant a specified time to correct a default.

b. Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- i. Consultant fails to obtain or maintain the required insurance.
- ii. Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- iii. Consultant fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

c. Time to Cure Default; Force Majeure

Town through the Town Manager will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

9. Termination of Agreement

a. *Town's Right to Terminate*

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Consultant will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

b. *Consultant's Right to Terminate*

The Consultant shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement.

c. *Termination Due to Undisclosed Lobbyist or Agent*

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10. Documents and Records

a. *Ownership of Documents*

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Consultant must turn over all records, documents, and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Consultant is to keep copies of all such records, documents, or data for its records. However, Article A6.03 will continue in full force and effect after the expiration or termination of this Agreement.

b. *Delivery upon Request or Cancellation*

Failure of the Consultant to promptly deliver all such documents in the possession of the Consultant, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

c. Nondisclosure

To the extent allowed by law, Consultant agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant must require all of its employees, agents and Subconsultants comply with the provisions of this paragraph. Consultant will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

d. Maintenance of Records

Consultant will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

Consultant shall also comply with the following requirements of the Florida Public Records Law including:

- i. Consultant must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- ii. Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Consultant 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 term and following completion of the contract if the Consultant does not transfer the records to the Town.
- iv. Upon completion of the contract, Consultant shall transfer, at no cost, to the Town all public records in the possession of the Consultant or keep and maintain public records required by the Town to perform the service under this contract. If the Consultant transfers all public records to the Town upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the

Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

11. Insurance

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Consultant not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Consultant for such coverage purchased.

a. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

b. Verification of Insurance Coverage

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

c. Forms of Coverage

i. Commercial General Liability and Automobile Liability

Consultant must maintain commercial general liability coverage with limits of at least \$500,000 per occurrence, \$500,000 aggregate for bodily injury and property damage. The coverage must include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements, as applicable. Coverage must be written on a primary, non-contributory basis with the Village listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation is read (30) days/(10) days for nonpayment.

ii. Business Automobile

The Consultant must provide business automobile liability coverage including coverage for all owned, hired, and non-owned autos with a minimal combined single limit of

\$100,000 naming the Village as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

iii. Professional Liability Insurance

The Consultant must maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$500,000 per claim, \$500,000 aggregate providing for all sums which the Consultant will be legally obligated to pay as damages for claims arising out of the Services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance must be maintained for at least one year after completion of the construction and acceptance of the construction and acceptance of any project covered by this Agreement.

iv. Workers' Compensation Insurance

The Consultant must maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence. Should the Consultant be exempt from Florida's Worker's Compensation insurance requirement the Consultant must provide documentation from the State of Florida evidencing such exemption.

v. Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles, or other insurance obligations by providing a thirty (30) day written notice to the Consultant. Consultant must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

12. Miscellaneous

a. Indemnification

The Consultant will hold harmless, indemnify the Town, its officials, and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant or the Subconsultants. The Consultant will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Consultant's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Consultant's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultants, its agents, servants, or representatives.

b. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either

party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

c. *Nonexclusive Agreement*

Consultant Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Consultant that the Town has engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Consultant and those other firms engaged, are delineated by the Project Manager so that the Consultant and those similarly engaged are clear as to their responsibilities and obligations.

d. *Successors and Assigns*

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Consultant without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

e. *Applicable Law and Venue*

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town under Article A7 where Consultant must pay the Town's reasonable attorney's fees.

f. *Notices*

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:
Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

With a copy to:
Nathalie Garcia
Procurement Manager
6601 Main Street
Miami Lakes, Florida 33014
garcian@miamilakes-fl.gov

For Consultant:
Ana Roque
President
A&A Insurance Services, Inc.
11764 W. Sample Rd. Suite 103
Coral Springs, FL 33065
Anaroque01@gmail.com

g. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

h. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Consultant and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

i. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

j. Mediation – Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Consultant agrees to include such similar contract provisions with all Subconsultants and/or independent Consultants and/or Consultants

retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

k. Compliance with Laws

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Consultant maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

i. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Consultant further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

ii. ADA Compliance

Consultant must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally, the Consultant must take affirmative steps to insure nondiscrimination in employment of disabled persons.

l. No Partnership

Consultant is an independent Consultant. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

m. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

n. Resolution of Disputes

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article A8.05, Notices. Consultant must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Consultant.

Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Consultant will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

o. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Consultant shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

p. Third-Party Beneficiary

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

q. No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

END OF SECTION

SECTION B SCOPE OF SERVICES

1. Scope of Services

The Request for Qualifications (“RFQ”), inclusive of its Scope of Work, and A&A Insurance Service Inc’s. submittal in response to the RFQ are hereby incorporated into the Agreement and shall stipulate the Scope of Work to be performed by A&A Insurance Services, Inc.

The Contractor shall provide Agent/Broker Professional Services for the provision of health, dental, life, and other related employee benefit programs. The Program must cover retirees as well as active employees. The Proposer shall assist with the strategic plan, design, and negotiation of the most cost - effective programs as well as the implementation and ongoing servicing of those plans. The Proposer must provide a superior level of service and must be able to develop a benefits plan that is comparable to the benefits available to employees currently. Service by Proposer is expected to begin on October 1, 2021, but this date is subject to change.

1. Solicit, evaluate, and negotiate plan proposals and rate quotes from existing and October 1, 2021 alternate insurance carriers for annual renewals. Make recommendations to the Town.
2. Provide thorough analysis and recommendation of benefit plan designs, cost-saving, and benefit enhancement options.
3. Assist with the implementation of programs and changes.
4. Conduct annual open enrollment meetings for all employees. Prepare open enrollment materials such as booklets, flyers, payroll stuffers, and posters.
5. Prepare insurance applications, compile support information needed and requested by insurance companies.
6. Assist with the resolution of all employee claim issues and all employer eligibility and billing disputes.
7. Conduct periodic plan review and provide plan design recommendations which will result in more effective benefits and cost-saving opportunities, with an annual budget analysis.
8. Provide Town administration recommendations on how best to utilize available plans and limit premium increases.
9. Assist the Town with the formation and implementation of a wellness plan.
10. Assist the Town with the development and implementation of a retiree healthcare policy, which provides Plans with comparable levels of service to that provided to existing Town employee participants.
11. Prepare comprehensive Employee Benefit Guides and other educational materials as requested.
12. Inform the Town of current and changing legislation, legal decisions, trends, and other developments affected employee benefits plans. Advise on and discuss methods to comply with these changes.
13. Coordinate provision of Section 125 via third party.
 - a. Facilitate the Town’s compliance with requirements, including, but not limited to: OPEB, COBRA, Section 125 Cafeteria Plan, HIPAA, Healthcare Reform issues, and other state and/or federal mandated benefits.

14. Assist with COBRA/HIPPA audits, as needed.
15. Provide administration or pay for administrative services for COBRA and Retiree Health Insurance, as mandated by federal regulations and Florida Statute. (Including but not limited to “initial notices” all “qualifying event” notices, pricing and payment procedures and provide for premium collection services for all employer sponsored health and dental insurance programs.)
16. Assist with the development and design of year-round educational and informational materials, payroll stuffers, employee meetings, annual health fairs, and other initiatives to increase employees’ awareness and understanding of their benefit plans.
17. Assist the Town in receiving and reviewing claims data and determining premium impact of any coverage changes.
18. Assist the Town with benefit renewals by ensuring that all potential carriers receive claims and employee census data and seek alternative coverage if requested.
19. Promptly responding to questions and requests.
20. Provide benchmarking to indicate how the Town’s benefits compare to our peers from a geographical, industry sector, and organization size perspective.
21. Provide and administer one annual employee survey to determine areas of employee concern/or needed improvement within existing benefits. Complete analysis of survey results and prepare and provide a concise report accompanying an action plan based on survey results.
22. Provide assistance with employee healthcare advocacy to alleviate the need for clients to be involved with personal employee healthcare issues.
23. Hold employee direct contact meetings to assist employees with benefit decisions minimum of two (2) times a year, as needed.
24. Provide analysis and recommendations on newest benefit plans on the market.
25. Provide market analysis with annual market review and proposal summaries of all major insurance options compared to existing insurance programs.
26. Resolve any claims disputes such as “balance billing” or “collection notices.”
27. Assist with claim resolutions if employees are experiencing challenges with getting their claims paid.
28. Provide assistance in obtaining authorizations, especially when urgent care is needed.
29. Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required.
30. Maintain the confidentiality of Town records and data where applicable under federal and state laws.
31. Submission of written reports and other documents as required by the state and/or federal government.
32. Provide dedicated personnel as the primary contact for managing the account relationship with the Town.
33. Meet with specific Town staff throughout the year as reasonably necessary (minimum is quarterly).

2. CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

END OF SECTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

(A&A Insurance Services)

Signature

Ana E. Roque

Signature

Print Name, Title

Ana E. Roque

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm's Secretary

(Affirm Firm's Seal, if available)

ATTEST:

Gina Inguanzo

Gina Inguanzo, Town Clerk

Town of Miami Lakes, a municipal corporation of the State of Florida

Edward Pidermann

Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

[Signature]

Town Attorney

ATTACHMENT A – RFQ/A&A INSURANCE SERVICES RESPONSE

REQUEST FOR QUALIFICATIONS
AGENT/BROKER OF RECORD FOR INSURANCE SERVICES

RFQ NO. 2021-21



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Luis Collazo
Councilmember Carlos Alvarez
Councilmember Josh Dieguez
Councilmember Tony Fernandez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

DATE ISSUED: March 25, 2021
CLOSING DATE: 11:00 AM, April 22, 2021

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SECTION A. NOTICE TO PROPOSERS

RFQ Name: Agent/Broker of Record for Insurance Services
RFQ No.: 2021-21
Responses Due: 11:00 AM, April 22, 2021

A1. SOLICITATION OVERVIEW

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Responses from qualified firms to provide agent/broker of record for insurance services ("Services"). See Exhibit A, Contract 2021-21, Section 2 for a full scope of services and additional specifications. Responses must be submitted in All Responses **must** be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014, **by no later than 11:00 AM on April 22, 2021**, at which time the Technical component of each Response will be opened.

Copies of the RFQ will only be made available on the Public Purchase and the Onvia DemandStar ("DemandStar") website. Copies of the RFQ, including all related documents can be obtained by visiting the Town's website at www.miamilakes-fl.gov, under Current Solicitations on the Procurement Department page, on Public Purchase's website at www.publicpurchase.com, or at DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar it is strongly recommended that you register with them to receive notifications pertaining to this solicitation.

A2. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE:

To be eligible for award, Proposers must:

1. Be an active, registered business and have been in business for no less than five (5) years from the advertisement date of this RFQ;
2. Hold all required licenses within the State of Florida in order to provide the services listed in this RFQ; and
3. Have acted as a full-service Agent/Broker for a Florida local government for at least two (2) consecutive years within the past five (5) years demonstrated through at least two (2) client references.

The Town will consider a Proposer as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Response for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

A3. CONE OF SILENCE:

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFQ's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Response. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. PROJECT OVERVIEW

B1. OVERVIEW

The Town of Miami Lakes (“Town”) is a municipality in Miami-Dade County with approximately 45 full-time employees, 34 part-time employees, and 7 elected officials. Part-time employees working thirty (30) hours, or more are eligible for health benefits and are encouraged to participate in health initiatives. The Town of Miami Lakes currently contracts with A&A Insurance. The Town’s benefit plan year is currently December 1st, with annual enrollment taking place in October. The Town currently contracts with A&A Insurance. The current benefit carriers for the Town’s insurance benefits program (“Program”) consist of the following:

- Health Insurance - United Health Care Choice Plus HMO Open Access
- Dental Insurance – United Health Care choice of Indemnity or HMO plan)
- Life Insurance- Reliance Standard (one time employee’s salary)
- Supplemental Life Insurance – Reliance Standard (Voluntary up to 3 times employee’s salary)
- Vision – United Health Care
- Employee Assistance Program - UHC
- COBRA Administration – UHC

B2. GENERAL DESCRIPTION OF SCOPE OF SERVICES

The Town is seeking Responses from qualified vendors to provide Agent/Broker Professional Services for the provision of health, dental, life, and other related employee benefit programs. The Program must cover retirees as well as active employees. The selected Proposer shall assist with the strategic plan, design, and negotiation of the most cost -effective programs as well as the implementation and ongoing servicing of those plans. The selected Proposer must provide a superior level of service and must be able to develop or maintain a benefits plan that is comparable to the benefits available to employees currently. Service by Proposer is expected to begin on October 1, 2021, but this date is subject to change.

1. Solicit, evaluate, and negotiate plan proposals and rate quotes from existing and October 1, 2021 alternate insurance carriers for annual renewals. Make recommendations to the Town.
2. Provide thorough analysis and recommendation of benefit plan designs, cost-saving, and benefit enhancement options.
3. Assist with the implementation of programs and changes.
4. Conduct annual open enrollment meetings for all employees. Prepare open enrollment materials such as booklets, flyers, payroll stuffers, and posters.
5. Prepare insurance applications, compile support information needed and requested by insurance companies.
6. Assist with the resolution of all employee claim issues and all employer eligibility and billing disputes.
7. Conduct periodic plan review and provide plan design recommendations which will result in more effective benefits and cost-saving opportunities, with an annual budget analysis.
8. Provide Town administration recommendations on how best to utilize available plans and limit premium increases.
9. Assist the Town with the formation and implementation of a wellness plan.

10. Assist the Town with the development and implementation of a retiree healthcare policy, which provides Plans with comparable levels of service to that provided to existing Town employee participants.
11. Prepare comprehensive Employee Benefit Guides and other educational materials as requested.
12. Inform the Town of current and changing legislation, legal decisions, trends, and other developments affected employee benefits plans. Advise on and discuss methods to comply with these changes.
13. Coordinate provision of Section 125 via third party.
 - a. Facilitate the Town's compliance with requirements, including, but not limited to: OPEB, COBRA, Section 125 Cafeteria Plan, HIPAA, Healthcare Reform issues, and other state and/or federal mandated benefits.
14. Assist with COBRA/HIPPA audits, as needed.
15. Provide administration or pay for administrative services for COBRA and Retiree Health Insurance, as mandated by federal regulations and Florida Statute. (Including but not limited to "initial notices" all "qualifying event" notices, pricing and payment procedures and provide for premium collection services for all employer sponsored health and dental insurance programs.)
16. Assist with the development and design of year-round educational and informational materials, payroll stuffers, employee meetings, annual health fairs, and other initiatives to increase employees' awareness and understanding of their benefit plans.
17. Assist the Town in receiving and reviewing claims data and determining premium impact of any coverage changes.
18. Assist the Town with benefit renewals by ensuring that all potential carriers receive claims and employee census data and seek alternative coverage if requested.
19. Promptly responding to questions and requests.
20. Provide benchmarking to indicate how the Town's benefits compare to our peers from a geographical, industry sector, and organization size perspective.
21. Provide and administer one annual employee survey to determine areas of employee concern/or needed improvement within existing benefits. Complete analysis of survey results and prepare and provide a concise report accompanying an action plan based on survey results.
22. Provide assistance with employee healthcare advocacy to alleviate the need for clients to be involved with personal employee healthcare issues.
23. Hold employee direct contact meetings to assist employees with benefit decisions minimum of two (2) times a year, as needed.
24. Provide analysis and recommendations on newest benefit plans on the market.
25. Provide market analysis with annual market review and proposal summaries of all major insurance options compared to existing insurance programs.
26. Resolve any claims disputes such as "balance billing" or "collection notices."
27. Assist with claim resolutions if employees are experiencing challenges with getting their claims paid.

28. Provide assistance in obtaining authorizations, especially when urgent care is needed.
29. Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required.
30. Maintain the confidentiality of Town records and data where applicable under federal and state laws.
31. Submission of written reports and other documents as required by the state and/or federal government.
32. Provide dedicated personnel as the primary contact for managing the account relationship with the Town.
33. Meet with specific Town staff throughout the year as reasonably necessary (minimum is quarterly).

See Exhibit A, Contract 2021-21, Section 2 for a full scope of services and additional specification. Should there be any discrepancy between this Section and Section 2 of the Contract, then the Contract provisions shall govern.

B3. CONTRACT TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

SECTION C. SUBMISSION OF A RESPONSE

C1. GENERAL INSTRUCTIONS

Proposers must carefully review all the materials contained herein and prepare their Response in accordance with this RFQ. The detailed requirements set forth below will be used to evaluate the Responses and failure of a Proposer to provide the information requested for a specific requirement may render their Response non-responsive and will result in rejection.

C2. SUBMITTAL REQUIREMENTS

Responses must be submitted in sealed envelope(s) or package(s) with the RFQ number, title, and due date clearly noted on the outside of the envelope(s) or package(s) in the following manner:

RFQ No. 2021-21

Agent/Broker of Record for Insurance Services

Sealed, written Responses must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time, and at the location indicated in Section A of the RFQ, in order to be considered responsive. Faxed documents are **not** acceptable. **Responses received at any other location than the Town Clerk's Office or after the Response due date and time will be deemed non-responsive and will not be considered.**

Only one (1) Response from an individual, firm, partnership, corporation, or business entity, will be considered in response to this RFQ. Subcontractors may be included in more than one Response submitted by more than one Proposer. An individual, firm, partnership, corporation, or business entity that submits a Response may not be a subcontractor on another Response submitted under this RFQ. Responses from joint ventures will **not** be considered. Where Proposer is listed as a subcontractor on another Response both Responses will be rejected as non-responsive.

C3. ADDITIONAL INFORMATION OR CLARIFICATION

Proposers must e-mail their requests for additional information or clarifications ("RFI") in accordance with the "Cone of Silence" requirements. Requests for additional information or clarifications **must** be submitted to procurement@miamilakes-fl.gov. The request must include the Proposer's name, the RFQ number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than seven calendar days prior to the Response due date**. Late or mis-delivered requests may not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The Town, at its sole discretion, may not issue a response to an RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the Town's Procurement webpage and on DemandStar and it is the Proposer's sole responsibility to ensure receipt of all addendum prior to submitting its Response. The Proposer should check the Town's webpage, Public Purchase (www.publicpurchase.com) or DemandStar (www.demandstar.com) for all addenda.

The Proposer must complete and sign the Acknowledgment of Addenda form or sign each issued Addendum and include in its Response in order to have the Response considered. In the event a Proposer fails to acknowledge receipt of such addenda, the Town may, at its sole discretion, determine that such

failure to acknowledge any or all addenda does not materially affect the Response, waive the submittal of said form(s) or the acknowledgement of one or more addendum on the form.

C4. AWARD OF A CONTRACT

A contract **may** be awarded to the Successful Proposer(s) of this RFQ by the Town Council, based upon the qualification requirements and Town Manager's recommendation. The Town reserves the right to execute or not execute, as applicable, a contract with the Successful Proposer(s), where it is determined to be in the Town's best interests. The Town reserves the right to cancel this solicitation entirely, in which case no award will be made. Therefore, the Town does not represent that any award will be made.

C5. UNAUTHORIZED WORK

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work performed by the Successful Proposer(s) is done at the Proposer's own risk, will be deemed non-compensable by the Town, and Proposer will not have any recourse against the Town for performing unauthorized work.

C6. CHANGES/ALTERATIONS/ASSIGNMENTS

Responses will be valid and irrevocable for at least 120 days after the Response due date. Proposer may change or withdraw a Response at any time prior to the Response due date. All changes or withdrawals must be made in writing to the Procurement Department. Oral/Verbal modifications will not be allowed and will be disregarded. No written modifications will be accepted after the Response due date. Proposers must not assign or otherwise transfer their Response. A transfer or assignment of the Response will result in the rejection of the Response as non-responsive.

C7. SUBCONTRACTOR(S)

Proposers are not permitted to subcontract any of the Services required under this RFQ without the prior written consent of the Town Manager.

Subcontractor(s) is an individual or company who has a contract with the Proposer to assist in the performance of the work required under this RFQ. Subcontractor(s) will be paid through the Proposer and not paid directly by the Town. The Proposer must clearly reflect in its Response the major Subcontractor(s) to be utilized in the performance of the Work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Proposer nor any of its Subcontractor(s) are to be considered employees or agents of the Town.

C8. DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, omissions, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the Procurement Department in the same manner as provided for in Section B3, Additional Information or Clarification. Should it be necessary, the Town will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.

C9. DISQUALIFICATION/REJECTION OF RESPONSES

This RFQ requires the use and submission of specific Town Forms, along with any supporting documentation or information that may be requested herein. These forms and documents are required for being considered responsive to the solicitation. Failure to utilize Town Forms or to submit supporting documentation or information will result in the rejection of the Response as non-responsive.

Modification of, retyping, or any other unauthorized alteration of Town Forms will result in the rejection of the Response as non-responsive.

The Town reserves the right to disqualify Responses before or after the submission deadline upon evidence of, including but not limited to, collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response, to reject any or all Responses in whole or in part, or to cancel this RFQ and reissue another for the same or similar services.

Throughout the RFQ, the phrases “must,” “will,” and “shall” denote mandatory requirements. Any Response that does not meet the mandatory requirements is subject to immediate disqualification.

The Town reserves the right to reject a Response from any Proposer(s) who has had performance issues under other contracts with the Town, including, but not limited to, issues performing to contractual standards, failure to deliver projects or services on time, default, or other significant issues the Town deems relevant. The Town may also reject a Response when it determines, in its sole discretion, that the Proposer is not in a position to perform the requirements defined in this RFQ.

Any Response submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods, services, fees, etc. to the Town or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Response submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by a federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and will not be considered for award.

C10. PROPOSER’S EXPENDITURES

Proposer acknowledges and agrees that any expenditure it makes in the course of preparing and submitting a Response or in providing any information requested by the Town in connection with this RFQ are exclusively at the expense of the Proposer. The Town will not pay for or reimburse any expenditure, or any other expense incurred by Proposer in connection with preparing and submitting a Response, remaining in compliance with the RFQ and Contract Documents after a recommendation of award is made, or filing for administrative or judicial proceedings resulting from the solicitation process.

C11. DUE DILIGENCE

Proposers is solely responsible for performing all necessary investigations to inform themselves thoroughly as to all difficulties and issues involved in the completion of all Work required pursuant to the mandates and requirements of the RFQ and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time

C12. EXECUTION OF RESPONSE

The Response must be physically and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Proposer must complete the required Certificate of Authority, which is attached hereto as a required form. Any person signing the Response as an agent of the Proposer must include legal evidence of signing authority. Failure to properly execute the Response may result in the Response being rejected as non-responsive.

Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their authorization to transact business in the State of Florida with the Response. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be the basis for rejection of the Response.

Proposer acknowledges and agrees that submitting its Response to this RFQ does not constitute an agreement or contract with the Town.

C13. CERTIFICATION OF ACCURACY OF RESPONSE

Proposer, by virtue of submitting its Response, certifies and attests that all the information contained within the Forms, Affidavits and documents related thereto included in its Response are true and accurate.

Any Proposer who submits in its Response any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

END OF SECTION

SECTION D. SOLICITATION TERMS AND CONDITIONS

D1. LEGAL REQUIREMENTS

This RFQ is subject to all applicable federal, state, county, and Town codes, rules, ordinances, laws, and regulations that in any manner affect any of the services covered herein. By virtue of submitting a Response, the Proposer acknowledges and agrees that it has full knowledge of such codes, rules, ordinances, laws, and regulations, and that it shall comply with the same. Lack of knowledge of any applicable code, rule, ordinance, law, or regulation will in no way relieve the Proposer from the responsibility to comply with these requirements.

D2. NON-APPROPRIATION OF FUNDS

If insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for the services provided for in this RFQ, then the Town will have the unqualified right to terminate the Contract upon written notice to the Successful Proposer, without any penalty or expense to the Town.

D3. BUSINESS TAX RECEIPT REQUIREMENT

Successful Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended, before conducting business within the Town. See Miami Lakes, Florida, Municipal Code §§ 37-56 – 37-66. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

D4. LOCAL PREFERENCE

This RFQ is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Proposers seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at <http://www.miamilakes-fl.gov>.

D5. REVIEW OF RESPONSES FOR RESPONSIVENESS

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Response is one which meets the requirements of the RFQ and is submitted in the format outlined in the RFQ, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under this RFQ may result in a rejection of the Response as non-responsive. A non-responsive Response will not be provided to the Evaluation Committee for consideration for an award of a contract.

D6. CLARIFICATIONS

The Town reserves the right to make site visits, visit the Proposer's place(s) of business, request clarifications of information submitted and request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Responses. After the submittal of its Response, Proposer cannot submit any additional documents or information except upon the specific request of the Town. Any such submittal will not be considered and may result in a Response being rejected as non-responsive.

D7. KEY PERSONNEL

Subsequent to submission of a Response and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel **will** result in the Response being rejected and not considered for award.

D8. AUDIT RIGHTS AND RECORDS RETENTION

The Successful Proposer must provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFQ, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer must maintain and retain any and all of the books, documents, papers and records pertinent to the RFQ and any resulting Contract for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the Town.

D9. PUBLIC RECORDS

Proposer understands that the Response is a "public record, and the public will have access to all documents and information pertaining the Response and the RFQ, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

D10. DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate will be deemed non-responsible and the Response will not be considered.

D11. NONDISCRIMINATION

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status, or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

D12. CONTINGENT FEES

Proposer represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of a contract.

D13. ASSIGNMENT; NON-TRANSFERABILITY OF RESPONSE

A Response must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Response process, from date of submission of the Response through, to and including awarding of and execution of a contract, will have its Response deemed non-responsive and will not be considered or further considered for award.

Attachment A contains specific language as to the assignment, transfer, sale, or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

D14. TIE BIDS - DRUG FREE WORKPLACE

Proposer that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Responses by the Evaluation Committee.

Should a tie in the ranking of Responses occur the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

D15. PROTEST PROCESS

Any Proposer wishing to file a protest as to the requirements or award of this RFQ must do so in accordance with Ordinance 17-203 (Procurement Ordinance), which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

D16. AFFIDAVITS

The following Affidavits are required to be submitted with the Proposer's Response:

D16.01. COLLUSION

The Proposer must include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included in this RFQ as Form NCA. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive.

Where two (2) or more related parties, as defined in this Article, each submit a Response to the RFQ, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under the RFQ. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals of one Proposer have a direct or indirect ownership interest in another Proposer for the same project. RFQ Responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Responses have worked together, discussed the details of their Responses prior to submission of their Responses or worked together in independently submitting Responses such actions will be deemed to be collusion.

The Proposer must certify that its Response is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Response for the same services, or with any Town department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred, and the Town reserves the right to reject any and all Responses where collusion may have occurred.

D16.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Proposer must identify any relationship the owners or employees have with the Town's elected officials or staff using Form PR included in this RFQ.

D16.03. CONFLICT OF INTEREST

Proposer, by responding to this RFQ, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFQ. Proposer further certifies that its Response is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if

this or any solicitation issued by the Town. Proposers must complete and submit Form COI with its Response.

Proposer must include as part of its Response a detailed statement describing any relationships; professional, financial, or otherwise that it may have with the Town, 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 Proposer must give the Town written notice of any other relationships; professional, financial, or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Response being deemed non-responsive.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

D16.04. ANTIKICKBACK

Proposers must complete and submit Form AK with their Response, attesting that no portion of the sum of the bid will be paid to any employees of the Town, its elected officials, the Proposer, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by any member of the Proposer's firm.

D16.05. PUBLIC RECORDS AFFIDAVIT

Proposers must complete and submit Form PRA with their Response. The Proposer must comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Response authorizes release of your firm's credit data to the Town.

All prospective Proposers must complete and submit the Compliance with Public Records Law affidavit with their Response. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Proposers, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

D16.06. PUBLIC ENTITY CRIMES ACT

Proposers must submit Form PEC with their Response to attest to their compliance with Section 287.133, Florida Statutes. In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any

goods or services to the Town, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment. Proposer must complete the Public Entity Crime Affidavit included in the RFQ.

END OF SECTION

SECTION E. INSTRUCTIONS FOR PREPARING A RESPONSE

Proposer's Response to this RFQ must contain the following information and documents and follow the instructions in its preparation. Failure to do so may deem your Response non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee.

E1. PREPARATION REQUIREMENTS

Each Response must contain the following documents and forms required by Sections E1.01 and E1.02, each fully completed, and signed as required. Proposers must prepare their Responses utilizing the same format outlined below in Section E1.03. Each section of the Response as stipulated in E1.03 must be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential, unless specifically required by the RFQ. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Response by the Evaluation Committee. Page limitations may have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer should use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to be used in the submission of the Response. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers, as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its Response. Double sided printing is permitted provided that the Response complies with the format set forth in E1.03 below.

E1.01. TECHNICAL COMPONENT OF THE RFQ:

The Proposer's response to the requirements of the Technical Response should provide complete detailed responses to all of the submission requirements of the Technical component of the RFQ. Missing, incomplete or vague responses to the questionnaire or any of the submittal requirements can adversely impact the evaluation of the Response. The technical portion of the Response must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical component of the Response.

1. Company Declaration

Proposer must complete and submit Form CPD, Company Profile & Declaration for this section of its Response.

2. Qualifications of the Proposer

Proposer must complete and submit Form CQQ, Company Qualifications Questionnaire for this section of its Response.

3. Understanding and Approach

Proposer must complete and submit the following for this section of its Response.

- a. Provide details explaining your firm’s approach to assisting local municipalities to maximize benefits for employees while minimizing the financial impact of rising insurance premiums. (Health, etc.) Cite specific examples from your relevant experience. Cite examples of innovative concepts your firm has employed.
- b. Provide details on how your firm will successfully perform the required Services for the Town. Responses should detail timeframes for providing the Services, specific resources dedicated to providing the Services, and methodology of Service delivery.
- c. Provide Key Personnel that would be handling the Town’

4. Accessibility

Proposer must complete and submit the following for this section of its Response.

- a. The office location of the account executive directly responsible for handling the Town’s account.
- b. Description of the current corporation of the account executives’ personal book of business including the following:
 - i. Number of accounts for which the account executive is responsible.
 - ii. How the Town’s account would compare in size and scope to the other clients of the agent/broker.
 - iii. Steps the account executive or firm will take to assure that proper attention will be given to the Town’s account as your volume of business grows.

5. References

Proposer must fill out Form CRL – Client Reference Letter to demonstrate the Firm acted as a full-service Agent/Broker for a Florida local government for **at least** two (2) consecutive years within the past five (5) years.

6. Cost Information

Proposers must fill out the “Cost Information Form” explaining the proposed Broker fee structure.

7. Comments on Agreement

Proposer shall include any comments related to the Town’s Professional Services Agreement included as part of the RFQ.

8. Forms

In addition to the Forms and documents identified elsewhere in the RFQ the following Form must be submitted:

- Form AK – Anti-Kickback Affidavit
- Form PEC – Public Entity Crime Affidavit
- Form NCA – Non-Collusive Affidavit
- Form COI – Conflict of Interest Affidavit
- Form PR – Public Relations Affidavit
- Form PRA- Public Records Affidavit
- Form CE – Contract Execution Form

E1.02. RESPONSE SUBMISSION FORMAT

Responses are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may adversely impact the evaluation of the Response. Part A and B are to be submitted in separate sealed envelopes or boxes.

Part A - Technical component

1. Company Declaration
 - a. Form CPD – Company Declaration
2. Qualifications of Proposer
 - a. Form CPQ – Company Profile Questionnaire
3. Understanding & Approach
4. Accessibility
5. References
 - a. Form CRL – Client Reference Letter
6. Comments on Agreement
 - a. Provide comments on Agreement if any
7. Cost Information Form
8. Forms
 - a. Form AK – Anti-Kickback Affidavit
 - b. Form PEC – Public Entity Crime Affidavit
 - c. Form NCA – Non-Collusive Affidavit
 - d. Form COI – Conflict of Interest Affidavit
 - e. Form PR – Public Relations Affidavit
 - f. Form PRA – Public Records Affidavit
 - g. Form CE – Contract Execution Form

SECTION F. EVALUATION/SELECTION PROCESS

F1. PREPARATION REQUIREMENTS

F1.01. EVALUATION PROCEDURES

The procedure for response evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of Responses.
3. Opening of Technical components and listing of all Responses received.
4. Preliminary review of the Technical Responses by Town staff for compliance with the submission requirements of the RFQ, including verification that each Responses includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate each responsive Response Technical component in accordance with the requirements of the RFQ. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Town staff will then calculate the total score of each Response and advise the Committee of each Response's combined score.
9. The Committee will form its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking and scoring of the Responses.
10. The Town Manager will review the Evaluation Committee's recommendation and make a his/her own recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or "short list" of a combination of a recommended Proposer and the "short list" to the Town Council.
11. As stated in the solicitation the Town Manager or designees may conduct negotiations with the highest ranked Proposer.
12. If the Town is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
13. The Town Council will make the final selection and award.

F1.02. EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

- | | |
|---|-------------------|
| ➤ Qualifications of the Proposer | Maximum 35 points |
| ➤ Understanding & Approach | Maximum 30 points |
| ➤ Qualifications & Experience of the Project Team | Maximum 30 points |
| ➤ Accessibility | Maximum 15 points |

Total Points: 110

F1.03. SOLICITATION SCHEDULE

Below is the anticipated schedule for this solicitation. Dates are subject to change at the sole discretion of the Town.

- Date Solicitation Issued: March 25, 2021
- Due Date for Submittals: April 22, 2021
- Due Diligence Period: April 22-29, 2021
- Evaluation Committee Meeting: May 3-7, 2021
- Evaluation Committee Award Recommendation: May 10, 2021
- Intent to Award Issued: May 10-11, 2021
- Town Council Award Date: June 8, 2021

Town of Miami Lakes

AGENT/BROKER OF RECORD FOR INSURANCE SERVICES

RFQ NO. 2021-21



4-22-2021

Proposed by:

A & A Insurance Services, Inc.
11764 W. Sample Rd. suite 103
Coral Springs, FL 33065
954-993-4070 Cell Phone

www.anaisuranceservices.com

Request for Proposals RFQ. 2021-21

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Anti-Kickback Affidavit

Conflict of Interest Affidavit

Public Relations Affidavit

Compliance with Public Records Law

TAB 1



April 22nd, 2021

Nathalie Garcia
6601 Main Street
Miami Lakes, FL 33014

Dear Ms. Garcia,

What a remarkable 15 years it has been with Town of Miami Lakes, I have followed with excitement as you have grown over the years. I have had the pleasure of working with your employees, assisting them in filing claims and much more. I feel I have been able to do a great job over the past years due to my passion of helping people and customer service. I give much credit to your exceptional HR department who continues to keep me informed and does not hesitate to reach out to me when an employee has questions or concerns.

Moreover, it is with so much gratitude and excitement that I send you this attached proposal. In this proposal shares all the details, but If you need any additional information as you consider your options, please let me know. I would also be happy to connect you with a few of my customers, including the two that are mentioned in this proposal if you would like another perspective.

Thank you for this opportunity and I am looking forward to continuing to work with the wonderful Town of Miami Lakes.

Thanks for your time and consideration,

With love,

A handwritten signature in blue ink that reads 'Ana Roque'.

Ana Roque

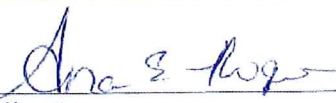
TAB 2

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

Ana Roque

Signature



Signature

Print Name, Title

Ana Roque, President

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm's Secretary

(Affirm Firm's Seal, if available)

ATTEST:

Town of Miami Lakes, a municipal corporation of the State of Florida

Gina Inguanzo, Town Clerk

Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Town Attorney

TAB 3

ATTACHMENT A – RFQ/CONSULTANT’S RESPONSE

Question # 3 Section E

Understanding and Approach

- A. This is a great question; our method is we go to the market every year to make sure that we can save the Town money on their renewal. Our number one priority is to get you the best plans at the best rates. We negotiate with the insurance companies until we reach the benefits and the rates that make Town of Miami lakes happy. Our goal is to always stay at or under your budget.

- B. When it comes to servicing, we strive to give a white glove service. I keep a close relationship with all my reps to make sure I can provide the quickest turn around time, depending on the time of day and severity of the situation we can usually get the problem resolved within a few hours or latest a day or two. We take pride in having a great relationship with the insurance companies we work with and in doing so this makes for a smooth process. We have always given the outmost priority to any issues and problems that the town has. We are always ready to help any employee right away if they need us. We understand how the Town of Miami Lakes works and how quickly they need to have issues resolved. Since Ana Roque handles the Town of Miami Lakes herself, she plans to continue this service model.

- C. Ana Roque, President and CEO

Question # 4 Section E

Accessibility

- A. The office location 11764 W. Sample Rd. Suite 103 Coral Springs, Fl 33065
- B. Description of current corporation of the account executive's personal book of business.
 - 1. The executive is responsible for 20 accounts.
 - 2. The Town's account compares in the fact that all the other accounts have about the same number of employees, between 20-50 employees each account.
 - 3. The account executive has an assistant that helps with the other accounts.

Question # 7 Section E

Comments on Agreement

We have no comments on the Town's Professional Services Agreement.

TAB 4

EXHIBIT B – OTHER EXHIBITS/FORMS

State of Florida

Woman & Minority Business Certification

A&A Insurance Services

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
10/07/2020 to 10/07/2022



Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Ana Roque

11764 W Sample Rd #103
Coral Springs, FL, 33065
954-993-4070
anaroque01@gmail.com

PROFILE

Highly accomplished insurance broker with over 25 years' experience in demonstrating outstanding solution finding and service. While also providing valuable services to consumers in need of insurance coverage.

EXPERIENCE

A&A Insurance Services, Coral Springs, FL — 1995-Present

Provide consulting services to businesses regarding all aspects of employee benefits and make recommendations for program improvement and cost containment. I consult with companies of all sizes as well as individuals pertaining to health insurance benefit's along with offering worksite benefit's such as Aflac, Colonial and Allstate. Marketing of company to open new accounts and build new relationships while maintaining relationship with existing accounts. Help employees and HR managers with claims and billing issues.

AFLAC- Ft. Lauderdale, FL, — 1995-2012

District Sales Manager

Responsible for recruiting and training sales agents. Worked with business owners in developing Employee Benefits programs, conducted open enrollment meetings, and assisted employees in claims and billing issues.

EDUCATION — 1995

Gold Coast School of Insurance, Ft. Lauderdale, FL

Completed 40-hour course for 215 License - license issued
Life, Health & Variable Annuities #215, FL.

PROFESSIONAL MEMBERSHIPS:

Palm Beach Association of Health Underwriters.

National Association of Health Underwriters.

Women & Minority Small Business Certification

SKILLS

customer service, sales, Microsoft Office & Excel, MLS, detail oriented, insurance companies, supplemental insurance, policy coverage and life insurance.

References Available Upon request

**Certificate of Insurance - Sponsored
Agent Errors and Omissions Liability Policy
For Life Insurance Company Sponsored Agents**



This insurance is provided by the Company designated by a "X" in the box below:

- Zurich American Insurance Company
- Steadfast Insurance Company

Policy Number: EOC 9319136-09

THIS IS A CLAIMS MADE AND REPORTED POLICY. "CLAIMS" MUST FIRST BE MADE AND REPORTED IN WRITING TO THE COMPANY DURING THE "CERTIFICATE PERIOD" OR ANY APPLICABLE EXTENDED PERIOD OF THE POLICY. THE PAYMENT OF "DEFENSE COSTS" REDUCES THE LIMITS OF LIABILITY. PLEASE READ THE POLICY CAREFULLY. TERMS IN QUOTATION MARKS HAVE MEANING SET FORTH IN THE POLICY.

Item 1. "Named Certificate Holder" and Address: ROQUE, ANA E - 3771 NW 87TH WAY CORAL SPRINGS, FL 33065

Item 2. "Additional Insured": Aflac of Columbus, GA - Aflac of New York - CAIC

Item 3. Producer Mailing Address: 8430 ENTERPRISE CIRCLE, STE 200 LAKEWOOD RANCH, FL 34202

Item 4. Limits of Liability:

\$1,000,000.00	Each "Claim"/Each "Named Certificate Holder"
\$2,000,000.00	Aggregate Each "Named Certificate Holder"

Item 5. "Certificate Period": From: 1/1/2021 To: 1/1/2022
12:01 am local time at the address shown in Item 1.

Item 6. Deductible: \$0 for AFLAC product claims, \$500 for non AFLAC product claims.

Item 7. Premium: See premium schedule.

Item 8. Endorsement Effective at Inception: Please see Form and Endorsement Schedule

THIS "CERTIFICATE OF INSURANCE" IS ISSUED IN ACCORDANCE WITH THE "MASTER POLICY" ISSUED TO THE BY ACCEPTANCE OF THE POLICY THE "NAMED CERTIFICATE HOLDER" AGREES THAT THE STATEMENTS IN THE "CERTIFICATE OF INSURANCE" AND THE APPLICATION AND ANY ATTACHMENTS HERETO ARE THE "NAMED CERTIFICATE HOLDER'S" AGREEMENTS AND REPRESENTATIONS AND THE POLICY EMBODIES ALL AGREEMENTS EXISTING BETWEEN THE "NAMED CERTIFICATE HOLDER" AND THE COMPANY OR ANY OF ITS REPRESENTATIVES RELATING TO THIS INSURANCE.

Request a Copy of the Policy:

Contact Producer above at (800) 593-7657 or go to <http://www.napa-benefits.org/aflac>.

MetLife Auto & Home[®] Business Insurance

POLICY NUMBER:BP050746P2020

BUSINESSOWNERS
BP DS 01 01 06

BUSINESSOWNERS POLICY DECLARATIONS

Company: Economy Preferred Insurance Company	Producer: Dovetail Managing General Agency Corp.
Named Insured: A & A INSURANCE SERVICES INC. Mailing Address: 11764 W Sample Rd Coral Springs, FL 33065-3184	
Policy Period: FROM: 10-30-2020	TO: 10-30-2021
At 12:01 A.M.* Standard Time at your mailing address shown above.	
*EXCEPTIONS: 12:00 noon in Maine, Michigan and North Carolina	

Premises Information		
Prem. No.	Bldg. No.	Premises Address:
1	1	11764 W Sample Rd Coral Springs, FL 33065-3184
Prem. No.	Bldg. No.	Mortgageholder Name And Address:
1	1	BANK UNITED NA ISAOA/ATIMA PO BOX 5919 TROY, MI 48007

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Description Of Business
Form of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Organization, including a corporation (but not including a partnership, joint venture or limited liability company)
Business Description: [63861] Office - Insurance Agents - Condominium - Office

SECTION I – PROPERTY

Property Coverage Limits Of Insurance					
					Business

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

MetLife Auto & Home[®] Business Insurance

Premises Number	Building Number	Type Of Property (Building Or Business Personal Property)	Actual Cash Value Of Building Option (Yes Or No)	Automatic Increase Building Limit (Percentage)**	Personal Property – Seasonal Increase (Percentage)	Limit Of Insurance*
1	1	Business Personal Property		%	25%	\$5,000
1	1	Building	No	4%	%	\$52,000

*Includes Automatic Increase Building Limit Percentage

**This percentage can only vary by premises, not by building.

Blanket Insurance	
Indicate the type of property to be blanketed and the blanket limit of insurance.	
Type Of Property	Limit Of Insurance
	\$

Deductibles (Apply Per Location, Per Occurrence)			
Premises Number	Property Deductible	Optional Coverage (Other Than Equipment Breakdown Protection Coverage) Deductible	Windstorm Or Hail Percentage Deductible
1	\$500	\$500	2%

Earthquake/Volcanic Action Percentage Deductible	
Location:	%

Additional Coverages – Optional Higher Limits/Extended Number Of Days (Per Policy)		
Coverage	Additional Premium	Limit Of Insurance/Extended Number Of Days
Forgery Or Alteration	\$0	\$2,500
Business Income – Extended Number Of Days For Ordinary Payroll Expenses	\$0	60 Days
Extended Business Income – Extended Number Of Days	\$0	60 Days
Electronic Data – Increased Limit (Section I – Property)	\$0	\$10,000
Interruption Of Computer Operations – Increased Limit	\$0	\$10,000

Additional Coverage – Optional Higher Limits (Per Premises)			
Coverage	Premises Number	Additional Premium	Limit Of Insurance
Fire Department Service Charge	1	\$0	\$2,500

Additional Coverage – Business Income – Ordinary Payroll Additional Exemptions		
Coverage	Exempt Job Classifications	Exempt Employees
Business Income		

Additional Coverage – Optional Higher Limits (Per Classification)			
Coverage	Class Code	Additional Premium	Limit Of Insurance

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MetLife Auto & Home[®] Business Insurance

Business Income From Dependent Properties		\$0	\$5,000
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Additional Coverage – Business Income From Dependent Properties		
Secondary Dependent Properties	Yes	No

Coverage Extensions – Optional Higher Limits (Per Classification)			
Coverage	Class Code	Additional Premium	Limit Of Insurance
Accounts Receivable		\$0	\$10,000
Valuable Papers and Records		\$0	\$10,000
Outdoor Property		\$0	\$2,500
Business Personal Property Temporarily In Portable Storage Units		\$	\$
Other		\$	\$

Optional Coverages (Applicable only if an "X" is shown in the boxes below)			
Location: 1			
Coverage		Limit Of Insurance	
1.	<input type="checkbox"/> Outdoor Signs	\$	Per Occurrence
2.	<input checked="" type="checkbox"/> Money And Securities	\$5,000	Inside The Premises
		\$2,000	Outside The Premises
3.	<input checked="" type="checkbox"/> Employee Dishonesty	\$10,000	Per Occurrence Included
4.	<input type="checkbox"/> Equipment Breakdown Protection Coverage		
5.	<input type="checkbox"/> Burglary And Robbery (Named Peril Endorsement only)		
	Money And Securities (Amount included when Burglary And Robbery option is selected)	\$	Inside The Premises
		\$	Outside The Premises
6.	<input type="checkbox"/> Other	Specify:	\$
			Water Backup and Sump Overflow

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

MetLife Auto & Home[®] Business Insurance

SECTION II – LIABILITY AND MEDICAL EXPENSES

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II – Liability in the Businessowners Coverage Form and any attached endorsements.

Location: All		
Coverage	Limit Of Insurance	
Liability And Medical Expenses	\$ 1,000,000	Per Occurrence
Medical Expenses	\$ 5,000	Per Person
Damage To Premises Rented To You	\$ 50,000	Any One Premises
Other Than Products/Completed Operations Aggregate	\$ 2,000,000	
Products/Completed Operations Aggregate	\$ 2,000,000	
Optional Coverages (Applicable only if an "X" is shown in the boxes below)		
<input type="checkbox"/> Broadened Coverage For Damage To Premises Rented To You (BP 04 55)	\$ 0	Per Occurrence
<input type="checkbox"/> Self-storage Facilities – Customer Goods Legal Liability (Optional Increased Limits)	\$	Per Occurrence
<input type="checkbox"/> Motels – Liability For Guests' Property (Optional Limits)	\$	Per Occurrence
	\$	Per Guest
<input type="checkbox"/> Motels – Liability For Guests' Property In Safe Deposit Boxes	\$	Per Occurrence

Deductible	
Optional Property Damage Liability Deductible:	\$ 0
<input type="checkbox"/> Per Claim (Refer to BP 07 03); or	<input type="checkbox"/> Per Occurrence (Refer to BP 07 04)

Endorsements Applicable Per Policy	
Endorsement Number	Endorsement Title

Endorsements Applicable Per Classification		
Endorsement Number	Class Code	Endorsement Title

Endorsements Applicable Per Premises		
Premises Number	Endorsement Number	Endorsement Title

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

MetLife Auto & Home[®] Business Insurance

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Endorsements Applicable To Specific Buildings			
Premises Number	Building Number	Endorsement Number	Endorsement Title

The Total Annual Premium is \$1061.9 , and is payable _____ at inception, and				
\$ _____ at each anniversary.				
ADVANCE PREMIUM \$ _____				
POLICIES SUBJECT TO PREMIUM AUDIT:				
AUDIT PERIOD	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY

Countersignature Of Authorized Representative				
Name:				
Title:				
Signature:				
Date:				

For assistance, please contact your agent or you may call: 1-888-231-1497

or mail to:
1333 Main St., Suite 600
Columbia, SC 29201

In Witness Whereof, we have caused this policy to be signed by our President and our Secretary at Warwick, Rhode Island. In the event that the President or Secretary who signed this contract cease to be our officers either before or after the contract is issued, the contract may be issued with the same effect as if they were still our officers.

Facsimile Signature of Secretary
Maureen C. Givens

Facsimile Signature of President
Richard Pennington

TAB 5



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

22

a. Professional Licenses/Certifications (include name and license #)*	Issuance Date
<u>2-15 Life and Health License</u>	<u>1995</u>
<u>Women & Minority Business Certificate</u>	<u>2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company: _____

a. FEIN/EIN Number: 65-0907804

b. Dept. of Business Professional Regulation Category (DBPR): _____

i. Date Licensed by DBPR: 4-1-1999

ii. License Number: A225553

c. Date registered to conduct business in the State of Florida: 4-1-1999

i. Date filed: 4-1-1999

ii. Document Number: _____

d. Primary Office Location: 11764 W. Sample Rd. Suite 103 Coral Springs FL 33

e. What is your primary business? Health Insurance Agency
 (This answer should be specific)



f. Name of Qualifier, license number, and relationship to company:

Ana Roque, A225553, Owner of the company

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
-----------------	--------------------	---------------

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Ana Roque	President	100%

b. Is any owner identified above an owner in another company? Yes No

If yes, identify the name of the owner, other company names, and % ownership



c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Ana Roque	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 1

b. Total No. of Managerial/Admin. Employees: 1

c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

None

5. Employer Modification Rating: 1

6. Insurance & Bond Information:

a. Insurance Carrier name & address:
Zurich American Insurance Company 8430 Enterprise Circle, Ste 200 Lakewood R.



b. Insurance Contact Name, telephone, & e-mail:

Zurich 800-593-7657

c. Insurance Experience Modification Rating (EMR): N/A
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

7. Have any lawsuits been file against your company in the past 5 years? Yes No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. Yes No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? Yes No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No



If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. In a separate attachment, provide a list of all desk reviews of field reviews performed by Federal or State agencies within the past five (5) years including information on the result of each review, the review's current status, and whether any disciplinary action has been taken against the Proposer as a result of these reviews.

14. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

A & A Insurance is a certified Women & Minority business owner.

I have been servicing this account since 2006 with Aflac and in 2013 I was awarded the RFP as your Agent of Record. Every employee has my personal cell phone number and email address, because we are committed to giving the best service and fastest way possible. Last year we were able to save the Town of Miami Lakes over \$120K by moving them from Cigna to United Healthcare this year. In prior years, we have saved them over \$80k per year as well. The benefits we choose are very rich and I believe the employees are very happy with the health insurance and feel safe knowing that they are fully insured. If we get the honor of keeping our contract, I assure you that we will continue to give you the same level of service that you have been getting in the past and I would be happy to implement anything new that you would like our agency to provide. We would be happy to accommodate Town of Miami lakes as you see fit. Thank you for the opportunity to serve you.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: Ana E. Roque
 Signature of Authorized Officer

3-31-2021
 Date

Ana E. Roque
 Printed Name

TAB 6



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFQ issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFQ and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFQ Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFQ;
5. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
6. All statements, information and representations prepared and submitted in response to the RFQ are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFQ to independently verify the information provided in the Submittal;
7. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
8. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFQ;
9. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
10. Respondent has had no contact with Town personnel regarding the RFQ, the Project or evaluation of Submittals in response to this RFQ. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
11. The Proposal submitted by the Respondent has been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;



- 12. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFQ; and
- 13. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Broward County, State of Florida on 20 21.

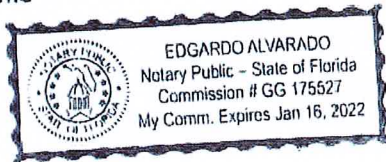
Ana Roque
Signature

Ana Roque
Print Name

Subscribed and sworn to before me this 5 day of April, 20 21.

[Signature]
Signature

Edgardo Alvarado
Print Name



(Notary Seal/Stamp)

TAB 7



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFQ 2021-21 for Agent/Broker of Record for Insurance Services

The above referenced firm has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the firm referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of Landstuhl

Scope of Work: Aflac Rep.

Is contract still active? Yes No

Was the work performed to acceptable quality standards? Yes No

Would you enter into a contract with the firm in the future? Yes No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: _____

Name of individual completing this form: Ercelia Krempler Date: 4/6/21

Signature: [Signature] Title: Assistant HR Director

Telephone: 954-730-3017 E-mail: ekrempler@landstuhl-fl.gov

Sincerely,
Nathalie Garcia
Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFQ 2021-21 for Agent/Broker of Record for Insurance Services

The above referenced firm has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the firm referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: Blue Ocean Press Inc.

Scope of Work: Group Health/Gap Insurance and Supplemental Plans Vision, Dental and Life

Is contract still active? Yes No

Was the work performed to acceptable quality standards? Yes No

Would you enter into a contract with the firm in the future? Yes No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

N/A

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: Thomas Mounce

Name of individual completing this form: Jeri Brewster Date: 4-1-2021

Signature: *Jeri Brewster* Title: HR Accounting Manager

Telephone: 954-973-1819 E-mail: accounting@blueoceanpress.com

Sincerely,

Nathalie Garcia
Procurement Manager

TAB 8

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes

by Ana Roque President

[print individual's name and title]

for A & A Insurance Services

[print name of entity submitting sworn statement]

whose business address is

11764 W. Sample Rd. Suite 103 Coral Springs Fl 33065

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0907804

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

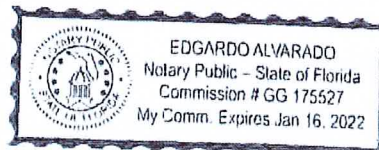
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared ANA ROGUE to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 5 day of April, 2021

My Commission Expires: Jan 16, 2022

Notary Public State of Florida at Large



TAB 9



KEY PERSONNEL

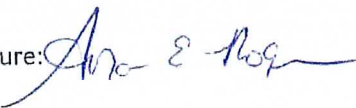
Proposers must provide the Key Personnel who would be tasked with handling the Town's account.

Name	Job Classification
Ana Roque	Sales and Service Rep for the Town of Miami Lakes
Geovanny Encarnacion	Service and enrollments
Ariana Roque	Customer Service and enrollments

Company Name: A & A Insurance Services

Signatory's Name: Ana Roque

Signatory's Title: President

Signatory's Signature: 



COST INFORMATION

Proposers must provide a statement explaining the proposed Broker fee structure. This Form must be included as part of your Proposal submitted to the Town.

Line of Business	Commission
Group Health Insurance	<u>6</u> %
Group Dental Insurance	<u>10</u> %
Group Vision Insurance	<u>10</u> %
Group Life Insurance	<u>15</u> %

Company Name: A & A Insurance Services

Signatory's Name: Ana Roque

Signatory's Title: President

Signatory's Signature: 

TAB 10

ANTI-KICKBACK AFFIDAVIT

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Ana Roque

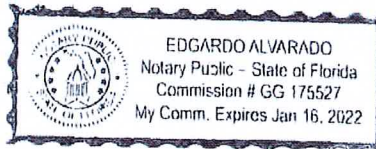
Title: President

BEFORE ME, the undersigned authority, personally appeared ANA ROQUE to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that ANA ROQUE executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 5 day of April, 2021.

My Commission Expires: Jan 16, 2022

[Signature]
Notary Public State of Florida at Large





PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Ana Roque Solicitation No.: 2021-21

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship

Ana E. Roque
Authorized Signature

4-9-2021
Date:

Ana Roque
Print Name

President
Title:

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: A & A Insurance Services

Authorized representative (print): Ana Roque

Authorized representative (signature): Ana E. Roque Date: 4-1-2011



RFQ 2021-21
Agent/Broker of Record for Insurance Services
Addendum #1
Due Date: 11:00AM, April 22, 2021

This addendum is incorporated into and made a part of the Request for Qualifications ("RFQ"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification:

1. Section E1.02 is hereby amended as follows:
"Responses are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may adversely impact the evaluation of the Response. ~~Part A and B are to be submitted in separate sealed envelopes or boxes.~~"
2. Section E1.01, Item 8 Forms is hereby amended as follows:
"Form AK – Anti-Kickback Affidavit
Form PEC – Public Entity Crime Affidavit
Form NCA – Non-Collusive Affidavit
Form COI – Conflict of Interest Affidavit
Form PR – Public Relations Affidavit
Form PRA- Public Records Affidavit
~~Form CE – Contract Execution Form~~"

Questions:

1. Who is the Town's current broker of services?
Response: A&A Insurance.
2. What is the commission the current broker receives for each line of service?
Response: The Town does not pay the commission.
3. Does the Town currently have a multiyear rate guarantee on any of your coverage?
Response: No.
4. What is your total annual premium for Medical, Dental, Vision, and Life?
Response: Estimated premiums for Employee Only coverage is \$469,000. Premiums are subject to change monthly due to enrollment changes. The Town pays 100% for Employee Only health, dental, vision, and life.
5. Does the Town offer their employees supplemental benefits?
Response: These benefits are voluntary.
6. Does the Town currently have a multiyear rate guarantee on any of your coverage?
Response: No.



Acknowledgement:

Ana Roque

Name of Signatory

President

Title

5-3-2021

Date

Ana Roque

Signature

Ana Roque

Name of Bidder



Search Code

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§ 33-193.7. Applicability in the incorporated and unincorporated areas; minimum standards; exemptions; administrative modifications and appeals.

Latest version.

- (A) Countywide applicability and minimum standard. Pursuant to [Section 1.01\(A\)\(18\)](#) of the Miami-Dade County Home Rule Charter, each municipality, and the County in the unincorporated areas, shall, at a minimum, in the exercise of their respective zoning authority, address the need for workforce housing, if any, within their respective territorial jurisdictions; in addition, each municipality may, in accordance with [Section 6.02](#) of the Charter, provide for higher standards to preserve its individual character and standards. The Workforce Housing Development Program set forth in this article shall be applicable in the unincorporated area of Miami-Dade County. Municipalities shall address the need for workforce housing within their respective territorial jurisdictions in the following manner:
- (1) Exemptions. The following municipalities are exempt from and not subject to the requirements of this article:
 - a. Due to availability of land, financing, and population density, any municipality whose population is 10,000 or less according to the latest decennial census.
 - b. Any municipality which, as of December 31, 2016, has in place mandatory or voluntary land development code provisions that implement increased densities or other incentives in exchange for the provision of workforce housing. The municipality shall send a copy of any such adopted ordinance to the Director by January 31, 2017.
 - c. Any municipality that is otherwise exempt from the requirements of this article may choose to adopt a workforce housing development program at any time by adopting an ordinance that creates standards and criteria for the land use designations and zoning districts applicable to its jurisdiction and that provides for the municipality to collect and administer any monetary contributions in lieu of construction of WHUs that the municipality may permit. The municipality



shall send a copy of any such ordinance to the Director within 45 days of adoption.

- (2) Non-exempt municipalities. As to other municipalities, each municipality shall adopt:
 - a. A resolution making legislative findings demonstrating that the need for workforce housing within its territorial jurisdiction is being adequately addressed, or that workforce housing would be impractical to provide due to issues such as, but not limited to, the lack of availability of or the high value of vacant land or redevelopment sites.
 - b. Its own voluntary or mandatory workforce housing development program reliant on its own legislative findings; or
 - c. An ordinance that adopts the standards set forth in subsections (B), (C), and (D) below and Sections [33-193.8](#), [33-193.9](#), and [33-193.11](#) of this article and that protects the rights of legally established nonconforming lots, uses, and structures to at least the same extent provided in [section 33-35](#) of this chapter. Each municipality shall be responsible for collecting and administering any monetary contributions in lieu of construction of WHUs that the municipality receives. The County shall indemnify and defend any municipality from a facial challenge to the municipality's adoption of an ordinance adopted in accordance with this paragraph.
- (3) Time to comply.
 - a. Each municipality that is subject to the requirements of this section shall have until June 30, 2017, within which to adopt a resolution making findings as to the need for or practicality of providing workforce housing within its territorial jurisdiction, and indicating whether or not it intends to adopt a voluntary or mandatory workforce housing program, or already has such a program.
 - b. Each municipality that adopts a resolution indicating that it will adopt a voluntary or mandatory workforce housing program shall have until December 31, 2017, within which to adopt any ordinance or resolution necessary to address its need for workforce housing.
 - c. Applicability to municipalities incorporated after December 31, 2016, and to municipalities that reach a population that exceeds 10,000 as evidenced by publication of a future decennial census:
 - i. Such municipality shall have 6 months, from the date of incorporation or the date of publication of census, as applicable, within which to adopt a resolution making findings as to the need for or practicality of providing workforce housing within its territorial jurisdiction, and indicating whether or not it intends to adopt a voluntary or mandatory workforce housing program.
 - ii. If such municipality adopts a resolution indicating that it will adopt a workforce housing program, such municipality shall have another 6



months within which to adopt any ordinance or resolution necessary to address its need for workforce housing.

- d. Within 45 days of adopting any ordinance or resolution required by this section, each municipality shall send a copy of such ordinance or resolution to the Director.
- (4) Deference to municipal findings. The County shall defer to all legislative findings in any municipality's resolution or ordinance addressing workforce housing, including without limitation its determination of the amount of workforce housing presently available and whether it is deficient, the need for future workforce housing if any, the availability and value of land, the manner in which municipalities may address the need for workforce housing, and whether providing workforce housing is impractical due to issues such as, but not limited to, the lack of availability of or the high value of vacant land or redevelopment sites. The County shall also defer to a municipality's legal interpretations in the adoption and implementation of any resolution or ordinance related to workforce housing. The County shall not take adverse action against a municipality to require compliance with this article based on any disagreement with findings made pursuant to the requirements of this article.
 - (5) Interpretation. This section shall not be construed to require a municipality:
 - a. To violate its charter, code of ordinances, or comprehensive plan;
 - b. To modify or amend its charter or comprehensive plan or a Development of Regional Impact development order; or
 - c. To modify or amend its land development regulations where such amendment would require a referendum.
 - (6) Approval processes.
 - a. The site plan approval and other administrative processes described in this article are intended to apply only to the unincorporated area. Municipalities shall either establish their own procedures or utilize their existing procedures for approving development pursuant to their workforce housing program, if any.
 - b. Municipalities shall also establish their own procedures for administering any necessary declarations of restrictive covenants or workforce housing agreements related to their workforce housing programs, if any.
 - (7) Municipal use of County staff resources.
 - a. The County shall make the Department's resources available upon request to assist municipalities in gathering and analyzing data, and adopting municipal workforce housing ordinances, but may charge a reasonable fee as set forth in an implementing order adopted by the Board of County Commissioners.
 - b. Municipalities may, through an interlocal agreement, arrange for any declarations of restrictive covenants or workforce housing agreements related to their workforce housing programs to be administered by the Miami-Dade



County Public Housing and Community Development Department or successor department pursuant to [Chapter 17](#), Article IX of this Code.

- (8) Effect of compliance. After December 31, 2016, a municipality that adopts either its own voluntary or mandatory workforce housing development program or a resolution making legislative findings that the need for workforce housing within its territorial jurisdiction is being adequately addressed or that adopting a program would be impractical, and has provided a copy of it to the County as provided herein, shall not thereafter be subject to any other provision of this article.
- (B) The Workforce Housing Development Program shall be applied as follows:
- (1) 20 or more dwelling units. An application seeking approval for a residential development with 20 or more dwelling units may utilize the density bonus and intensity standards set forth in this article by providing workforce housing units in accordance with the following. Except for developments requiring a public hearing, Administrative Site Plan Review shall be required of all such developments in accordance with the requirements of this article. Except as provided in [Section 33-193.8](#), all workforce housing units will be provided on the site of the proposed development.
- a. All single-family and multi-family developments that provide at least 5 percent of the total units in the developments as WHUs shall be entitled to a density bonus of 5 percent over the maximum number of units allowed by the applicable CDMP land use designation and to the increased intensity standards provided in [Section 33-193.11](#) of this article.

For every one percent increase in WHUs provided, a development shall be entitled to an additional density bonus, up to a maximum density bonus of 25 percent, as follows:

WHU Set-Aside	Density Bonus
5%	5%
6%	9%
7%	13%
8%	19%
9%	21%
10%	25%

Note: in calculations, decimals below 0.5 shall be rounded down and 0.5 or above shall be rounded up.

The mix of WHUs shall be as follows:

- i. No less than 25% of the WHUs shall target the income range of 60% to 79% of the median family income.
- ii.



No less than 50% of the WHUs shall target the income range of 80% to 110% of the median family income.

- iii. Developments targeting all the remaining WHUs to the income range of 60% to 79% of the median family income shall receive an additional 3% density bonus, provided that in no event shall the total density bonus exceed 25%.
 - b. In multi-family residential developments, all WHUs provided pursuant to this article shall be constructed concurrently with the market rate units. If the WHUs in a multi-family development are to be constructed in a separate structure from the market rate units, then the developer shall commence construction of such WHUs prior to obtaining a building permit for the structure containing the market rate units. For a single-family development, the WHUs shall be, in good faith, marketed concurrently with the market rate units, and the Developer or other Property Owner shall provide the Housing Director with periodic updates regarding the marketing efforts related to the WHUs. If a project is developed in multiple phases, the pro-rata share of WHUs shall be made available in each phase in accordance with this paragraph.
- (2) Less than 20 dwelling units. Residential developments with fewer than 20 dwelling units may develop in accordance with the density bonuses and intensity standards set forth in this section and [Section 33-193.11](#) of this article by either:
- a. Providing one of the alternatives described in [Sec. 33-193.8](#); or
 - b. Setting aside 100 percent of the proposed housing units for workforce housing and complying with other applicable requirements of this article.

All developments of less than 20 units that participate in the WHU program shall require Administrative Site Plan Review in accordance with the requirements of this article except when the proposed development is for an individual single-family home, a two-family home, or a triplex that seeks to utilize the intensity standards in this section, or the development is subject to a public hearing.

- (3) Nonconforming residential lots. Applicants with legally-established nonconforming single-family residential lots that set aside 100 percent of the proposed dwelling units for workforce housing may develop in accordance with the intensity standards in [Section 33-193.11](#) instead of the minimum lot area and height requirements in [Section 33-7](#) of this chapter, without the need for Administrative Site Plan Review, provided that the development otherwise complies with the applicable requirements of this chapter.
- (4) Residential developments within Urban Center or Urban Area Districts, Planned Area Development Districts, Traditional Neighborhood Development Districts, or other urban overlay districts shall provide workforce housing as specified in the applicable zoning district regulations.



- (C) Exemptions. The provisions of this article shall not apply to property located outside the Urban Development Boundary, as designated in the Land Use Plan (LUP) map of the CDMP, as amended from time to time
- (D) Administrative Modifications and Appeals.
 - (1) The Director may waive, adjust, or reduce the minimum WHU set-asides, applicable density bonus provisions or intensity standards, or the amount of any alternative monetary contribution for a development if, in reviewing the lot size, product type, and other elements of the development plan, the Director determines that:
 - a. 100 percent of the development has been set aside for households at or below 140 percent of median family income; or
 - b. Developing the property with the density bonus permitted in this article would cause a violation of applicable environmental standards or other regulations.
 - (2) Procedures.
 - a. Applications. A request for administrative modification of the requirements of the Workforce Housing Development Program shall be submitted in writing to the Department on a form required by the Director.
 - b. Notice. Within 15 days after the determination, notice of the Director's determination shall be published in a newspaper of general circulation.
 - c. Appeals. Any aggrieved person may appeal the Director's determination to the Board of County Commissioners pursuant to [Section 33-314](#) within 30 days after the date of newspaper publication, except that an applicant claiming that the Director's determination constitutes a taking or abrogation of vested rights shall follow the procedures for challenging a development permit provided in [Sections 2-114.1](#) through [2-114.4](#) of this Code. If no timely appeal is taken, the Director's determination shall become final, and the necessary changes shall be made upon the zoning maps and records.

(Ord. No. 16-138, § 1, 12-20-16)

EDITOR'S NOTE

Ord. No. 16-138, § 1, adopted Dec. 20, 2016, repealed the former [§ 33-193.7](#), and enacted a new [§ 33-193.7](#) as set out herein. The former [§ 33.193.7](#) pertained to applicability and derived from Ord. No. 07-05, § 1, adopted Jan. 25, 2007 and Ord. No. 08-51, § 1, adopted May 5, 2008.

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