



ORIGINAL
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Contract No.: 162-9513-1

Agreement to Supply: **EMPLOYEE VOLUNTARY BENEFITS PLAN**

This agreement, made and entered into this the _____ day of _____, 2006, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and

Name of **CONTRACTOR**: **Colonial Life & Accident Insurance Company**

Address: **1200 Colonial Life Blvd** City: **Columbia** State: **SC** Zip: **29202**

A Corporation A Partnership An Individual Other: _____

authorized to do business in the State of Florida, hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did advertise and issue a Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of 162-9513 and the Contractor submitted a proposal that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: **October 17, 2006 Pur-10**

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide an employee-paid voluntary benefits program during the period beginning **01/01/07** and ending **12/31/10** for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. The Request for Proposal containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of RFP Number 162-9513 and the Contractor's proposal in response, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
- 2) The City's RFP and all addenda thereto
- 3) Contractor's proposal in response to the City's RFP

c. **Warranty**: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation**: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt**: State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. **Invoicing**: Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

2. Contract Special Conditions: The following special conditions are made a part of and modify the standard provisions contained in the RFP.

The following sentence is inserted at the end of Section 20 of Part III - Special Conditions, of the RFP:

Notwithstanding the foregoing, the Contractor shall have no duty to defend or indemnify hereunder for losses, penalties and damages, which arise out of or result from the negligence of the City of Fort Lauderdale or the City of Fort Lauderdale's officers, employees and agents.

The following three sentences, shown as stricken through, contained in Section 28 of Part III - Special Conditions, of the RFP, are deleted:

~~The City is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.~~

~~In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for both General Liability and Automobile.~~

The following paragraph is inserted before the line "Certificate holder should be addressed as follows:" in Section 28 of Part III - Special Conditions, of the RFP:

The Contractor shall provide to the City of Fort Lauderdale a Certificate of Insurance for Professional Liability insurance showing the following coverage:

Limits: \$1,000,000 per occurrence
\$2,000,000 aggregate with defense costs in addition to limits

3. Contract Summary:

a. Attachments:

Colonial Life & Accident Insurance Company's response to the RFP and a copy of the RFP document

b. Insurance: Yes No

c. Performance Bond/Letter of Credit: Yes No

d. Procurement Specialist's Initials: MW

4. Contractor's Phone Numbers:

Office: 1-800-325-4366

Mobile:

5. Contractor's Fax Number:

6. Contractor's E-Mail Address:

Website:

City of Fort Lauderdale

By: [Signature]
Director of Procurement Services (City Manager's Designee)

Auth: Sec. 2-180(8) of Code and Procurement Memo No. 04-03

Date: 11/17/06

[Signature]
Assistant City Attorney (approved as to form)

Date: 11/3/06

Contractor/Vendor

St. Ann's Milligan
Name of Company Officer (please type or print)

By: [Signature]
Authorized Officer's Signature

Title: Sr VP Marketing & Branding

Date: 11/09/06

Daisy H. Wessinger
Secretary (please type or print)

Attest: [Signature]
Signature of Secretary