



GREATER MIAMI EXPRESSWAY

REQUEST FOR PROPOSAL (RFP)

**GMX PROCUREMENT/CONTRACT NO.:
IP-24-02(B)**

**GMX PROJECT/SERVICE TITLE:
GROUP TERM LIFE, AD&D AND DISABILITY INSURANCE
FOR GMX EMPLOYEES**

GMX AGREEMENT



**GMX PROCUREMENT/CONTRACT NO.: IP-24-02(B)
GMX PROJECT/SERVICE TITLE: GROUP TERM LIFE, AD&D
AND DISABILITY INSURANCE FOR GMX EMPLOYEES**

THIS AGREEMENT is made and entered into as of this 30th day of OCTOBER, 2024, (the "Effective Date"), by and between the *Greater Miami Expressway Agency* (the "Agency" or "GMX"), a body politic and corporate, a public instrumentality, and an agency of the State of Florida, existing under Florida Statutes Chapter 348, Part I, as amended, acting by and through its Governing Board whose principal place of business is *3790 NW 21 Street, Miami, Florida 33142*, and *Madison National Life Insurance Company, Inc.* (the "Vendor"), a *Wisconsin Corporation* whose principal place of business is *1241 John Q Hammons Drive, 5th Floor Madison, Wisconsin 53717* and duly authorized to conduct business in the State of Florida, Federal I.D. No. *39-0990296* (collectively, referred to herein as the "Parties" to this Agreement, and each a "Party").

WHEREAS, GMX issued a Request for Proposal, identified as *IP-24-01* for *Group Term Life, Accidental Death and Dismemberment (AD&D), and Disability Insurance for GMX Employees*, dated November 29, 2023, and amended by Addendum No. 1 dated December 5, 2023 and Addendum No. 2 dated December 3, 2023 (hereinafter referred to as "RFP"), which are incorporated by reference herein, for the purpose of receiving proposals for group term life, accidental death and dismemberment (AD&D), and disability insurance for GMX employees; and

WHEREAS, the Vendor offered a proposal dated December 15, 2023 (hereinafter referred to as "proposal"), which is incorporated by reference herein, in responses to RFP; and

WHEREAS, the Vendor desires to provide GMX, and GMX desires to receive from the Vendor short and long-term disability insurance for GMX employees described in the RFP; and

WHEREAS, the Vendor shall not provide group term life, accidental death and dismemberment (AD&D), insurance under this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 Recitals.

The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 Term of Agreement.

Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on ***January 1, 2025***, and conclude on ***December 31, 2027***. The term of the Agreement may, by mutual written agreement between GMX and Vendor, be extended for two (2) additional one-year periods and, if needed, one-hundred and eighty (180) days beyond the expiration date of the renewal period, at GMX's option. GMX's Procurement Department, will, if considering renewing, request a letter consenting to renewal from Vendor, prior to the end of the term. Any renewal period shall be approved by a Supplemental Agreement to this Agreement executed by both Parties.



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2.02 Premiums.

The premium rates for the period *January 1, 2025*, through *December 31, 2027*, shall be as outlined in the Rate Confirmation Sheet attached hereto and incorporated herein.

2.03 Disability Benefits.

A. Short-Term Disability:

- **Employees:**

After fourteen (14) days of disability, provides sixty percent (60%) of the first three thousand, three hundred and thirty-three U.S. dollars (\$3,333) of weekly salary up to a maximum of two thousand U.S. dollars (\$2,000).

- **Directors:**

Two thousand, five hundred U.S. dollars (\$2500) for ninety (90) days

B. Long-term Disability (Employee and Directors):

Provides sixty percent (60%) of weekly salary up to a maximum of twelve thousand, seven hundred and sixty-three U.S. dollars (\$12,763) per month.

2.04 Priority of Documents.

In the event of a conflict between documents, the following order of priority of documents shall govern:

- First: This Agreement
- Second: Addenda Nos. 1 & 2
- Third: RFP IP-24-02 - Group Term Life, AD&D and Disability Insurance for GMX Employees
- Fourth: Proposal submitted in response to the RFP by Vendor

2.05 Inspection of Vendor's Records by GMX.

Vendor shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by or to GMX under this Agreement (the "Vendor's Records"). All Vendor's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by GMX's agent or its authorized representative.

The Vendor shall permit GMX to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments, and/or claims submitted by Vendor or any of Vendor's payees pursuant to this Agreement. Vendor's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.



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Vendor's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification, and reconciliation of any and all expenditures under this Agreement without regard to funding sources, subject to federal and state laws and regulations with which Vendor is required to comply.

- (a) **Vendor's Records Defined.** For the purposes of this Agreement, the term "Vendor's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile, or refute any charges and/or expenditures related to this Agreement. Vendor Records shall include any documents or other records created pursuant to or in furtherance of this Agreement. Vendor Records shall also include any communications by and between the Vendor and GMX.
- (b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, GMX's agent or GMX's authorized representative shall have access to Vendor's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by GMX to Vendor pursuant to this Agreement.
- (c) **Notice of Inspection.** GMX's agent or its authorized representative shall provide Vendor reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and or reproduction.
- (d) **Audit Site Conditions.** GMX's agent or its authorized representative shall have access to Vendor's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.
- (e) **Failure to Permit Inspection.** Failure by Vendor to permit audit, inspection, examination, evaluation, and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by GMX for cause and shall be grounds for the denial of some or all of any Vendor's claims for payment by GMX.
- (f) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to GMX by Vendor in excess of two percent (2%) of the total billings under this Agreement, the actual cost of GMX's audit shall be paid by Vendor. If the audit discloses billings or charges to which Vendor is not contractually entitled, Vendor shall pay said sum to GMX within twenty (20) days of receipt of written demand, unless otherwise agreed to in writing by both parties.
- (g) **Inspection of Subcontractor's Records.** Vendor shall require any and all subcontractors, insurance agents, and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Vendor to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by GMX for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by GMX to Vendor pursuant to this Agreement and such excluded costs shall become the liability of Vendor.



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- (h) **Inspector General Audits.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal agencies or officials.

2.06 Notices.

When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified in writing; the place for giving notice shall remain such until it is 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 notice:

To GMX: Michele A. Matalon, CPPB
Procurement
Greater Miami Expressway Agency
3790 NW 21 Street
Miami, Florida 33142

To Vendor: Carl Eiche
Vice President, Underwriting
Madison National Life Insurance Company Inc.
1241 John Q Hammons Drive #400
Madison, Wisconsin 53717

With a Copy to: GMX General Counsel
Lawson Huck Gonzalez, PLLC
Attn: Jason Gonzalez, Esq.
215 S. Monroe Street
Suite 320
Tallahassee, Florida 32301

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity.

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.



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3.02 No Third Party Beneficiaries.

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor.

The Parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither Party or its respective agents, employees, directors, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to GMX retirement, leave benefits, or any other benefits of GMX employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. GMX shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other Party or the other Party's officers, directors, employees, agents, subcontractors, or assignees.

3.04 Equal Opportunity Provision.

The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

3.05 Termination.

This Agreement may be canceled with or without cause by GMX during the term upon issuance of thirty-days (30) written notice to the Vendor of its desire to terminate this Agreement. The Vendor agrees that any of its property placed upon GMX's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon GMX's facilities after that time shall be deemed to be abandoned and that title to such property shall pass to GMX. GMX may use or dispose of such property as GMX deems fit and appropriate in its sole and absolute discretion.

3.06 Default.

The Parties agree that, in the event that either Party is in default of one or more of its obligations under this Agreement, the non-defaulting Party shall provide to the defaulting Party thirty-days (30) written notice to cure the default. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting Party upon sending a subsequent thirty-day (30) notice of termination.



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This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation.

The performance and obligations of GMX under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If GMX does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by GMX at the end of the period for which funds have been allocated. GMX shall notify the Vendor in a reasonable amount of time before such termination. No penalty shall accrue to GMX in the event this provision is exercised, and GMX shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds.

The Vendor agrees to promptly notify GMX of any funds erroneously received from GMX upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to GMX immediately and without any demand or request by GMX.

3.09 Public Records.

The Vendor hereby acknowledges and accepts GMX's status as a government agency subject to Florida's Public Records Act. Except to the extent deemed exempt or confidential pursuant to Chapter 119 of Florida Statutes or other applicable public records law, all Vendor Records created pursuant to this Agreement shall be deemed Public Records and the property of GMX. Upon request from GMX's Public Records Custodian, Vendor shall provide GMX with a copy of any requested Vendor Records or to allow the Vendor 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.

Vendor shall ensure that any and all Vendor Records, which are exempt or confidential pursuant to Florida's Public Record's Law, are not disclosed, except as required by law. Upon completion of the Agreement, Vendor shall transfer, at no cost, to GMX all Vendor Records in possession of Vendor or keep and maintain Vendor Records required by GMX to perform the services required under the Agreement. If Vendor transfers all Vendor Records to GMX upon completion of the Agreement, Vendor may destroy any duplicate Public Records. If Vendor keeps and maintains Vendor Records upon completion of the Agreement, Vendor shall comply with all applicable requirements for retaining public records.

All records stored electronically by Vendor must be provided to GMX in a format that is compatible with GMX's information technology systems.



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IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE GMX PUBLIC RECORDS CUSTODIAN AT 305-637-3277 EXT. 2000 OR PUBLICRECORDS@GMX-WAY.COM.

3.10 Compliance with Laws.

Each Party shall comply with all applicable GMX Policies, state, federal, and local laws, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.11 Governing Law and Venue.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida, without regard to conflict of laws provisions. Any controversies, disputes, or litigation arising out of or relating to this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to a court of competent jurisdiction in Miami-Dade County, Florida.

3.12 Entirety of Agreement.

This is a fully integrated contract. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.13 Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, and assigns.

3.14 Assignment.

Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party without the prior written consent of the other Party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from GMX.

3.15 Captions.

The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.



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3.16 Severability.

In the event that any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.17 Preparation of Agreement.

The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

3.18 Amendments.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by an authorized representative of each Party hereto.

3.19 Waiver.

The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.20 Force Majeure.

Neither Party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

3.21 Survival.

All representations and warranties made herein, indemnification obligations, obligations to reimburse GMX, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.



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3.22 Contract Administration.

GMX has delegated authority to its Procurement Department or the Procurement Department's designee to take any actions necessary to implement and administer this Agreement.

3.23 Liability.

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- A. **By GMX:** To the extent and within the limits of Section 768.28, Florida Statutes, GMX agrees to indemnify the Vendor for GMX's acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- B. **By Vendor:** Vendor agrees to indemnify, hold harmless and defend GMX, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums that GMX, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Vendor, its agents, servants or employees; the equipment of Vendor, its agents, servants or employees while such equipment is on premises owned or controlled by GMX; or the negligence of Vendor or the negligence of Vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including GMX's property, and injury or death of any person whether employed by Vendor, GMX, or otherwise.

3.24 Insurance Requirements.

The Vendor shall provide GMX with proof of the respective insurance coverage with limits of liability not less than those stated below.

I. Workers' Compensation and Employer's Liability Insurance:

Unless the Vendor substantiates to the satisfaction of GMX that it is either a qualified self-insured or is exempt from this type of insurance, the Vendor must maintain insurance pursuant to Chapter 440, Florida Statutes, including a Voluntary Compensation Endorsement, for all the Vendor's employees connected with the Services. In no event however, shall coverage be less than:

Workers' Compensation - in accordance with Florida statutory requirements:

Employer's Liability	
Limit each accident	\$1,000,000
Limit diseases each employee	\$1,000,000
Limit disease aggregate	\$1,000,000



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If the Vendor leases its employees or utilizes the services of a Professional Employer Organization (leasing company), the leasing company and/or the Vendor must provide the same proof of coverage for the leased employees working on the Contract as if they were employees of the Vendor. The certificate of insurance and the Workers' Compensation Policy must contain the "Alternate Employer Endorsement - WC 00 03 01 A" or its equivalent.

II. Commercial General Liability:

Policy shall include bodily injury and property damage liability coverage. Limits of insurance shall not be less than:

Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate limit	\$2,000,000
General Aggregate Limit	\$2,000,000
Fire Damage Limit	\$300,000

Coverage shall provide accidental death and extended bodily injury coverage; incidental medical malpractice coverage; broad form property damage coverage; contractual liability coverage (either on a blanket basis or for specific named contract); XCU exclusions, if any, shall be deleted; and Cross Liability and Breach of Warranty Clauses shall be included.

The policy shall contain endorsements providing for aggregate limits of liability to be on a per project basis and that this policy is primary to and noncontributory from any other insurance available to an additional insured.

If the policy exceeds one year, the policy must contain an annual self-reinstating aggregate limit endorsement.

The policy shall be endorsed to include the following additional insured language: "GMX its employees, members, officers, agents shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor under this policy". The additional insured endorsement(s) shall include status for Ongoing Operations as well as Products and Completed Operations - CG 2010 11/85 or its equivalent.

III. Professional/Errors & Omissions Liability Insurance:

The Vendor shall provide, pay for and maintain during the term of the Agreement, a professional/errors and omissions liability insurance policy(ies), with a company authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with the Contract Documents.

This coverage shall be provided in the amount of:

\$1,000,000 per claim and
\$2,000,000 in the aggregate



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If the Vendor's present coverage is insufficient, the Vendor must obtain additional coverage prior to the initiation of the Services. The Vendor shall maintain that amount of professional liability coverage for a minimum of three (3) years after the expiration of the term of the Agreement, termination or Final Acceptance of the Services by GMX.

This is to be verified by forwarding a complete copy of the policy(s) to GMX prior to Final Acceptance of the Services. The Vendor shall require its insured to notify GMX of changes in or cessation of coverage thirty (30) days prior to such action.

The requirement for professional liability insurance set forth in this section may be waived by GMX, if the Vendor obtains and maintains an unexpired, irrevocable letter of credit, established pursuant to Chapter 675, Fla. Stat., entitled "Uniform Commercial Code: Letters Of Credit," in an amount not less than the minimum insurance coverage required by the Agreement. The letter of credit shall be solely for the benefit of GMX and must remain valid until three (3) years after the expiration of the term of the Agreement, termination or final acceptance of the Services by GMX.

The letter of credit shall be approved by GMX and be payable to GMX as beneficiary upon presentment of a final judgment indicating liability arising out of the professional services and Services to be rendered in accordance with the Contract Documents and awarding damages to be paid to GMX by the Vendor or upon presentment of a settlement agreement signed by all parties. The letter of credit shall be non-assignable and nontransferable. The letter of credit shall be issued by any bank or savings association organized and existing under the laws of this state or any bank or savings association organized under the laws of the United States that has its principal place of business in this state or has a branch office which is authorized under the laws of this state or of the United States to receive deposits in this state

3.25 Travel.

GMX will not reimburse the Vendor for any travel related costs or expenses.

3.26 GMX Policies.

Vendor agrees to comply with all GMX Policies, state, local, and federal laws, rules, codes, and regulations.

3.27 Scrutinized Companies Lists.

Pursuant to the prohibitions of Section 287.135, Florida Statutes and Section 215.473, Florida Statutes, by execution and submittal of a Bid, the Vendor has certified to GMX that it is not on any of the following lists:

- Scrutinized Companies that Boycott Israel List;
- Scrutinized Companies with Activities in Sudan List;
- Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The Vendor further certified that:



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- It is not engaged in a boycott of Israel;
- It has not been engaged in business operations in Cuba & Syria.

Alternatively, if the Vendor was unable to provide such certification, the Vendor provided to GMX a duly executed written explanation of the facts supporting the applicable exception to the requirement for certification in compliance with Section 287.135, Florida Statutes.

The Vendor shall provide written notification to GMX of any changes to the certification or exception provided, as described above, immediately upon becoming aware of any such changes. GMX shall have the right to terminate for default the Contract if the Vendor is found to have submitted a false certificate or to have been placed on any of the above-named lists.

The Vendor shall not engage any firm to perform Services under the Contract that does not meet the requirements pursuant to this provision.

3.28 E-Verify Requirements.

U.S. law requires companies to employ only individuals who may legally work in the United States, either U.S. citizens, or foreign citizens who have the necessary authorization. Any Vendor providing services to GMX must verify the employment eligibility of employees through the U.S. Department of Homeland Security's E-Verify system. In addition, the Vendor shall verify that Subconsultants performing Services on the Agreement utilize the E-Verify system to verify the employment eligibility of employees hired by the Subconsultant during the Contract Term. GMX will consider the employment by any Vendor or Subconsultant of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by GMX, if it is determined that the Vendor or Subconsultant knowingly employs unauthorized aliens.

3.29 Authority.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.30 Acknowledgement & Representation.

The Parties to this Agreement individually represent, warrant, and agree that:

- A. They have been represented by legal counsel of their choice in connection with this Agreement;
- B. They are fully aware and clearly understand all of the terms and provisions contained in this Agreement;
- C. They have voluntarily, with full knowledge and without coercion or duress of any kind, entered into this Agreement;



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- D. They are not relying on any representation, either written or oral, express or implied, made to them by any other party other than as set forth in this Agreement; and
- E. The consideration received by them to enter into this Agreement and the settlement contemplated by this Agreement has been actual and adequate.

3.31 Certification

This document is a GMX document maintained in an electronic format and no changes may be made to this document without approval from GMX. The Vendor must submit any requested changes or revisions to GMX for approval, prior to the Vendor executing this Agreement. By signing this document, the Vendor hereby represents that no change has been made to the text of this document.

You MUST certify by checking the box below:



No changes have been made to this Agreement.



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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

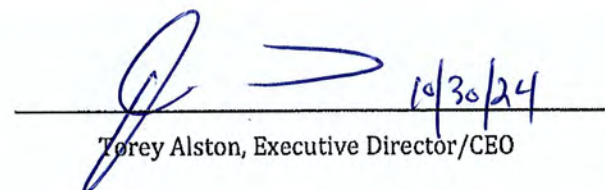
(Corporate Seal)

GREATER MIAMI EXPRESSWAY AGENCY

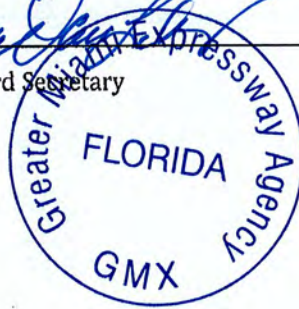
ATTEST:


Board Secretary

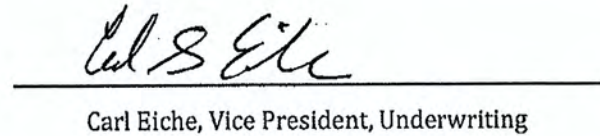
(Corporate Seal)

 10/30/24
Torey Alston, Executive Director/CEO

ATTEST:



MADISON NATIONAL LIFE INSURANCE COMPANY,
INC.


Carl Eiche, Vice President, Underwriting

Secretary

-or-

Witness

Witness



GMX PROCUREMENT/CONTRACT NO.: IP-24-02(B)
GMX PROJECT/SERVICE TITLE: GROUP TERM LIFE, AD&D
AND DISABILITY INSURANCE FOR GMX EMPLOYEES

EXHIBITS:

The following exhibits are incorporated herein and attached hereto, unless otherwise noted:

- Exhibit A Solicitation Documents including associated Addenda
- Exhibit B Consultants' Technical Proposal
- Exhibit C Rate Confirmation Sheets
- Exhibit D Group Insurance Application
- Exhibit E STD FICA & W2 & Tax Reporting Service Agreement
- Exhibit F Vendor's Bill of Rights and Responsibilities
- Exhibit G Sworn Statement on Public Entity Crimes and Debarment*
- Exhibit H Contract Performance Evaluation Procedures and Form
- Exhibit I Procurement Policy *
- Exhibit J Code of Ethics *
- Exhibit K Annual Disclosure Form*

* Current Policies and Forms available on the GMX website at:
http://www.gmx-way.com/doing_business/procurement