



**PROCUREMENT MANAGEMENT DIVISION**

8401 NW 53<sup>rd</sup> Terrace,

Doral, Florida 33166

[Procurement@cityofdoral.com](mailto:Procurement@cityofdoral.com)

**NOTIFICATION OF PIGGYBACK OF CONTRACT FOR GOODS/ SERVICES  
BID BY ANOTHER PUBLIC ENTITY**

**WHEREAS, ANDCO Consulting LLC., (“CONTRACTOR”),** whose address is **531 W. Morse Blvd. Suite 200, Orlando, Florida 32789,** entered into an Agreement with **Tohopekaliga Water Authority** dated **June 1<sup>st</sup>, 2019.**

**WHEREAS,** the City of Doral, a Florida municipal corporation (“CITY”) has the legal authority to “piggyback” onto a contract procured by another government entity when seeking to utilize the same or similar services provided by the said contract; and

**WHEREAS,** the CITY desires to “piggyback” onto the above referenced Contract (“Contract” see Attachment ‘A’) between the CONTRACTOR and the **Tohopekaliga Water Authority** for utilization of the same or similar services for **Consulting Services for Section 457 and 401a Deferred Compensation** and the Contractor consents to the aforesaid “piggybacking”.

**NOW THEREFORE,** in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows:

**1. Affirmation**

The Contractor affirms and ratifies the terms and conditions of the Contract and agrees to perform the services set forth herein for the CITY in accordance with the terms of said Contract through the ending date of the Contract.

**2. Changes**

Services shall be provided in accordance with the terms of the Contract except for the following changes. All other terms shall remain.

- a. Point of Delivery.** Services for the CITY shall be made to the locations as designated by the CITY.
- b. Party Substitution.** References to “**Tohopekaliga Water Authority**” shall be replaced with City of Doral (CITY).

**3. Amendment**

Any Amendments to “piggybacked” Contract between CONTRACTOR and **Tohopekaliga Water Authority** shall be automatically incorporated into this piggyback Contract.

**4. Term**

Contract Section 1, Term of Contract. The Contract commenced on **June 1<sup>st</sup>, 2019,** for a period of **three (3) years** with an option to renew the contract for up to **two (2) additional years.** The



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contract will be automatically renewed upon renewal by the advertising agency and no further action will be required by City of Doral personnel.

**5. Counterparts**

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]



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**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Provider by and through its Chief Compliance Officer, whose representative has been duly authorized to execute same.

Attest:

**CITY OF DORAL**

*Connie Diaz*

\_\_\_\_\_  
Connie Diaz, City Clerk

By: *Hern M Organvidez*  
\_\_\_\_\_  
Hernan M. Organvidez, City Manager

Date: 8/23/22

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

*[Signature]*  
\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

**AndCo Consulting, LLC**

By: *[Signature]*  
\_\_\_\_\_

Its: Chief Compliance Officer

Date: 8/30/2022

**EXHIBIT "B"**  
**SCOPE OF SERVICES**

**A. SERVICES OF CONSULTANT**

Consultant shall provide the following services to Client as shown below:

1. Develop Request for Proposal for 401(a) and 457(b) Plans (Deferred Compensation Services). RFP shall include Scope of Services, Experience and Qualifications, and an evaluation criterion.
2. Develop and review investment policy statement.
3. Review and report on investment manager compliance to investment policy statement on a quarterly basis.
4. Recommend and perform replacement manager/fund evaluations as necessary and appropriate.
5. Provide overall economic context for discussion and evaluation of quarterly results.
6. Conduct industry fee benchmarking surveys to ensure competitive cost for value.
7. Coordinate a review of recordkeeping, administration, and participant education services, as needed, and as outlined by industry best practices to ensure competitive cost relative to services provided.
8. Provide ongoing fiduciary education on relevant topics to assist the Client in fulfilling fiduciary duty.
9. Participate in annual review of employee education strategy with Client and Recordkeeper for fit with participant demographics and Plan goals.

Consultant shall not be responsible for:

1. Adoption of written investment policy statement. This is the responsibility of the Client. Investment policy statement should also be reviewed by the Client's counsel.
2. Selection of investment managers and recordkeepers. This is the responsibility of the Client.
3. Data accuracy. The parties agree that Consultant shall not maintain custody of the assets that are the subject of this Agreement. Consultant's performance evaluation services are dependent on the accuracy of the Plan data it reviews. Consultant is not responsible for the accuracy of Plan data. That is the responsibility of the recordkeeper.

**EXHIBIT "C"**  
**Minimum Insurance Requirements**

Bidders must submit with their bid or proposal, proof of insurance meeting or exceeding the following requirements.

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

**The Certificate Holder should read as follows:**

City of Doral  
8401 NW 53<sup>rd</sup> Terrace,  
Doral, Florida 33166

- A. The Provider shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the City, in the form of a Certificate of Insurance prior to the start of any hereunder:
1. **Worker's Compensation**: The Provider shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.
  2. **Comprehensive General Liability**: The Provider shall provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits shall not be less than \$1,000,000.00.
  3. **Comprehensive Automobile Liability**: The Provider shall provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.
  4. **Umbrella Liability**: The Provider shall provide an umbrella policy in excess to the coverage's provided for in the above paragraphs of not less than \$1,000,000.00.
- B. The Provider shall name 'City of Doral' as a certificate holder and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- C. The Provider, and any authorized sub-contractor(s), shall provide the City's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Provider;
  2. The specified job by name and job number;
  3. The name of the insurer;

4. The number of the policy;
  5. The effective date;
  6. The termination date; and
  7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- D.** Receipt of certificates or other documentation of insurance or policies or copied of policies by the City, or by any of its representatives, which indicated less coverage than is required, does not constitute a waiver of the Provider's obligation to fulfill the insurance requirements specified herein.
- E.** The Provider shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the Provider shall maintain proof of same on file and made readily available upon request by the City.

The Provider has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Provider's expense.

If the Provider's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Provider may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Provider's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be noncontributory.

Any exclusion or provision in the insurance maintained by the Provider that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Provider must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Provider's insurance policies.

The Provider shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Provider's insurance company or companies and the City's Risk Management office as soon as practical.

**It is the Provider's responsibility to ensure that any and all of the Provider's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Provider.**



ANDCCON-01

DSMITH2

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
4/6/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (407) 894-5431      FAX (A/C, No): (407) 629-6378	
	<b>E-MAIL ADDRESS:</b> Certificates.FLA@HubInternational.com	
<b>INSURED</b>  AndCo Consulting, LLC 531 W Morse Blvd, #200 Winter Park, FL 32789	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Continental Casualty Company	<b>NAIC #</b> 20443
	<b>INSURER B:</b> Travelers Casualty & Surety Company of America	<b>31194</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HNO Auto \$1,000,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6011317257	3/12/2022	3/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6011319963	3/12/2022	3/12/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB 8K578495- 22	4/13/2022	4/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  City of Doral 8401 NW 53rd Terrace, Doral, FL 33166	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**RESOLUTION No. 21-42**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING FUNDING FOR THE ANDCO CONSULTING, LLC AGREEMENT VIA THE TOHOPEKALIGA WATER AUTHORITY RFP #19-068, TO PROVIDE CONSULTING SERVICES FOR SECTIONS 457 AND 401A DEFERRED COMPENSATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") adopted the Andco Consulting, LLC agreement via Tohopekaliga Water Authority, Florida for consulting services for the Section 457 and 401a deferred compensation consulting services via Resolution No. 19-271; and

**WHEREAS**, the City offers its employees 401a and 457 deferred compensation investment opportunities. The City currently utilizes the third-party investment services provided by ICMA Retirement Services (ICMA-RC). The Governmental Finance Officers Association (GFOA) recommends as best practice to use an RFP in the selection of a third-party investment administrator, as these investment services are very specialized; and

**WHEREAS**, staff respectfully requests that the City Council authorize the funding requirement under the existing agreement, in an amount not to exceed in Fiscal Year 2021 savings estimated at approximately \$25,000 in account 001.50005.500310, Professional Services and budgeted funds in subsequent years, for the period set forth in the Tohopekaliga Water Authority, Florida agreement, and any approved additional subsequent extension; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Authorization.** The City Council hereby authorizes the funding requirement under the existing agreement, in an amount not to exceed in Fiscal Year 2021 savings estimated at approximately \$25,000 in account 001.50005.500310, Professional Services and budgeted funds in subsequent years, for the period set forth in the Tohopekaliga Water Authority, Florida agreement, and any approved additional subsequent extension.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Cabrera who moved its adoption.

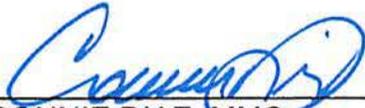
The motion was seconded by Councilman Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

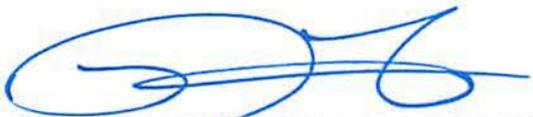
PASSED AND ADOPTED this 10 day of February, 2021.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY