

COCONUT CREEK

REQUEST FOR PROPOSALS



MEDICAL WITH PRESCRIPTION DRUG, DENTAL, VISION, LIFE, AD&D, SHORT TERM DISABILITY, LONG TERM DISABILITY, AND EMPLOYEE ASSISTANCE PROGRAM INSURANCE SERVICES

RFP NO. 03-28-18-10

**PURCHASING DIVISION
4800 WEST COPANS ROAD, COCONUT CREEK, FLORIDA 33063
eBid System: www.coconutcreek.net/purchasing**

CITY OF COCONUT CREEK
MEDICAL WITH PRESCRIPTION DRUG, DENTAL, VISION, LIFE, AD&D, SHORT TERM DISABILITY,
LONG TERM DISABILITY, AND EMPLOYEE ASSISTANCE PROGRAM INSURANCE SERVICES
RFP NO. 03-28-18-10

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CITY OF COCONUT CREEK

FINANCE AND ADMINISTRATIVE SERVICES

KAREN M. BROOKS, CFO

4800 WEST COPANS ROAD

COCONUT CREEK, FLORIDA 33063

March 4, 2018

LEGAL NOTICE / REQUEST FOR PROPOSALS

The City of Coconut Creek, Florida is actively seeking proposals from qualified Proposers to provide Medical with Prescription Drug, Dental, Vision, Life and AD&D, Short Term Disability, Long Term Disability, and Employee Assistance Program Insurance Services to the City in full accordance with the scope of services, terms, and conditions contained in this Request for Proposals (RFP).

RFP No: 03-28-18-10
RFP Name: Medical with Prescription Drug, Dental, Vision, Life and AD&D, Short Term Disability, Long Term Disability, and Employee Assistance Program Insurance Services
Non-Mandatory Pre-Proposal Meeting: None
Due Date/Time: Wednesday, March 28, 2018, 10:00 a.m. EST

A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. All communication regarding this RFP shall be directed to Stacy Lysengen, Purchasing Analyst at (954) 956-1524.

Proposer must be registered on the City's eBid System in order to respond to this RFP. A complete RFP document may be downloaded for free from the eBid System as a pdf at: www.coconutcreek.net/purchasing. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from **any source** other than from the eBid System.

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud. Any proposal received after the date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Please be advised that City Hall is closed on Fridays and on holidays observed by the City. City Hall hours of operation are 7:00 a.m. to 6:00 p.m. EST, Monday through Thursday.

Karen M. Brooks
Deputy City Manager/Chief Financial Officer
Finance and Administrative Services

Publish Dates: Sunday, March 4, 2018
Sunday, March 11, 2018

SECTION I GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF COCONUT CREEK. THE CITY OF COCONUT CREEK MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

INSTRUCTIONS TO BIDDERS:

1. Defined Terms

Terms used in this contract document are defined and have the meaning assigned to them. The City will use the following definitions in its general terms and conditions, special terms and conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process. The terms may be used interchangeably by the City: IFB or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

Bid: A price and terms quote received in response to an IFB.

Bidder: Person or firm submitting a bid directly to the City as distinct from a sub-contractor, who submits a bid to the Bidder.

City: Refers to the City of Coconut Creek, a municipal corporation of the State of Florida.

Change Order: A written signed and approved document by the City Manager or designee ordering a change in the contract price or contract time or a material change in work.

Contractor: Successful Bidder or Proposer who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the City. Also referred to as the "Successful Bidder".

Contract: A deliberate verbal or written agreement between two (2) or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be

called, for the procurement or disposal of equipment, materials, supplies, services or construction. Contract shall be inclusive of the term "Agreement" unless stated otherwise.

Contract Administrator: The City will designate a Contract Administrator whose principle duties shall be liaison with awarded Proposer, coordinate all work under the contract, assure consistency and quality of awarded Proposer's performance, and schedule and conduct Contractor performance evaluations, and review and route for approval all invoices for work performed or items delivered.

Consultant: Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

First Ranked Proposer: That Proposer, responding to a City RFP, whose proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

Invitation for Bids (IFB): When the City is requesting bids from qualified Bidders.

Proposer: Person or firm submitting a proposal.

Proposal: A proposal received in response to an RFP.

Request for Proposals (RFP): When the City is requesting proposals from qualified Proposers.

Responsible Bidder: A person who has the capability in all respects to perform in full the contract requirements, as stated in the bid document, and the integrity and reliability that will assure good faith performance.

Responsive Bidder: A person whose bid conforms in all material respects to the terms and conditions included in the bid document.

Seller: Successful Bidder or Proposer who is awarded a purchase order or contract to provide goods or services to the City.

Successful Bidder: means the best, qualified, responsible and responsive Bidder to whom the City (on the basis of City's evaluation as hereinafter provided) makes an award

2. Cone of Silence

2.1 "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), or other competitive solicitation between:

- (a) Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
- (b) The City Commission, City Attorney, City Manager, and all City employees, and any non-employees appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact with anyone other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or subconsultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

2.2 The Cone of Silence shall be applicable to each RFP, RFQ, IFB, or other competitive solicitation during the solicitation and review of responses. At the time of issuance of the solicitation,

the Procurement Official shall include in any advertisement and public solicitation for goods and services a statement disclosing the requirements of this section.

2.3 The Cone of Silence shall terminate at the time the City awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation and review process.

2.4 Nothing contained herein shall prohibit any potential vendor or vendor's representative from:

- (a) Making public presentations at duly noticed pre-bid conferences or at meetings before a duly noticed Selection Committee;
- (b) Communicating with the City Commission during any duly noticed public meeting;
- (c) Communicating verbally or in writing with any City employee or official for the limited purpose of seeking clarification or additional information, when such employee is specifically designated in the applicable RFP, RFQ, IFB, or other competitive solicitation documents;
- (d) Communicating in writing with the Procurement Official or other staff person specifically designated in the procurement document.

The potential vendor or vendor's representative shall deliver a copy of any such written communication to the Office of the City Clerk, who shall make copies available to the public upon request. The written communication shall include a reference to the RFP, RFQ, IFB, or other competitive bid document number.

2.5 Any violation of this rule shall be investigated by the Procurement Official and the City Attorney's Office and/or the City Manager's Office and may result in disqualification of said violating potential vendor or any recommendation for award, or any RFP award, or IFB, or RFQ award to said violating potential vendor or vendor's representative being deemed void or voidable. The potential vendor or

vendor's representative determined to have violated this rule, shall be subject to penalties up to and including debarment. In addition, to any other penalty provided by law, violation of this rule by a City employee shall subject the employee to disciplinary action up to and including termination.

3. Bid Forms

- 3.1 Solicitations downloaded from the eBid System shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Bidder affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Bidder. Failure to do so may cause the bid to be rejected. The forms shall be submitted in good order and all blanks must be completed.
- 3.3 The bid forms shall be signed by one duly authorized to do so and in cases where the bid is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the bid.
- 3.4 Bids by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign.
- 3.5 Bids by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature.

4. Sub-Contractors

- 4.1 Sub-Contractors Terms
The Contractor agrees to bind specifically every sub-contractor to the applicable terms and conditions of the contract documents for the benefit of the City.
- 4.2 Sub-Contractors Agreement
All work performed for the Contractor by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor.

5. Qualifications of Bidders

- 5.1 Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Official reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 5.2 No bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.
- 5.3 As part of the bid evaluation process, City may conduct a background investigation including a record check by the Coconut Creek Police Department. Bidder's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

6. Specifications

- 6.1 The apparent silence of the Specifications as to any detail, or the apparent omission from the Specifications of a detailed description concerning any point, shall be regarded as meaning that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 6.2 For the purpose of evaluation, the Bidder must indicate any variance or exceptions to the stated Specifications no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Bidder meets all the Specifications in every respect.

- 6.3 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Bidder may offer any brand which meets or exceeds the Specifications for any item(s). If bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and catalog number. Bidder shall submit with his bid complete and descriptive literature and/or specifications. The Bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the Specifications and not be considered an exception thereto. The determination of equivalency shall rest solely with the City. If Bidder fails to name a substitute, it will be assumed that Bidder is bidding on and will be required to furnish commodities identical to bid standards.
- 6.4 If the model number for the make specified in the bid document is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

7. Addendum

- 7.1 If the Bidder should be in doubt as to the meaning of any of the bid documents, or is of the opinion that the plans and/or specifications contains errors, contradictions or reflect omissions, Bidder shall submit a written request directed to the Purchasing Division to be forwarded to the appropriate person or department for interpretations or clarification. Interpretations or clarifications deemed necessary by the Purchasing Division in response to such questions will be issued on official addendum.
- 7.2 The issuance of written addendum is the only official method whereby

interpretation, clarification, changes or additional information can be given. If any addendum is issued, the City will attempt to notify all known prospective Bidders. Addenda to the solicitation will be posted on the eBid System. It is the Bidder's responsibility to check the eBid System or contact the Purchasing Official prior to the bid submittal deadline to ensure that the Bidder has a complete, up-to-date package.

8. Prices Bid

- 8.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extension or totals, unit amounts shall govern.
- 8.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 All applicable discounts shall be included in the bid price for materials and services and will be considered as determining factors in recommending an award in case of tie bids. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.
- 8.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidders may bid only one (1) discount for each item on the bid form. Firm discounts and prices are to be quoted for the term of the contract.
- 8.5 Bidder warrants by virtue of bidding that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) calendar days from the date of bid opening unless otherwise stated by the City.
- 8.6 The bid price shall include all permit fees, royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs

of packaging, transporting and delivery to the designated location within the City of Coconut Creek.

- 8.7 All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder own goods in transit and files any claims), unless otherwise stated in Special Conditions.

9. Examination of Bid Documents

- 9.1 Before submitting a bid, each Bidder must (a) examine the bid documents thoroughly; (b) consider federal, state, county, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; (c) study and carefully correlate Bidder's observations with the bid documents, and (d) notify the Purchasing Division of all conflicts, errors, and discrepancies in the bid documents. Failure to familiarize himself/herself with applicable laws will in no way relieve him/her from responsibility.
- 9.2 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the bid document, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid documents, and that the bid documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

10. Modification and Withdrawal of Bids

- 10.1 Proposals may be modified or withdrawn **prior** to the due date for submitting electronic proposals. Proposals may be retracted from the eBid System. Retracting a response allows the Consultant to change all or part of the response that was previously submitted. Retracting a response **does** not delete the response currently

entered; however, by retracting your response, it is no longer submitted. You must click "Submit Response" on the Response Submission Tab for your retracted bid to be submitted again.

- 10.2 Withdrawal of a proposal will not prejudice the rights of a Consultant to submit a new proposal prior to the proposal opening date and time. No proposal may be withdrawn or modified after the date of proposal opening has passed.

- 10.3 If within twenty-four (24) hours after proposals are opened, and Consultant files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its proposal, or that the mistake is clearly evident on the face of the proposal, but the intended correct proposal is not similarly evident, Consultant may withdraw its proposal and any bid security will be returned, if applicable.

11. Submission and Receipt of Bids

To receive consideration, bids must be received prior to the due date and time. Unless otherwise specified, Bidders should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Bidder. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink before electronic submission. Bids shall be signed in ink. When a particular IFB or RFP requires physical copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Bids will be electronically unsealed in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings, but are not required. Bids will be tabulated and made available on the eBid System for review by Bidders and the public in accordance with applicable regulations.

12. Acceptance or Rejection of Bids

- 12.1 Bidder warrants, by virtue of bidding, his bid and the prices quoted in his bid will

be firm for acceptance by the City for a period of ninety (90) calendar days from the date of bid opening, unless otherwise stated in the bid document. However, any bid may be electronically retracted up until the time set for bid opening. Any bids not so electronically retracted shall upon opening, constitute an irrevocable offer for goods and services until accepted by City Commission Award.

12.2 A Bidder may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Bidder may withdraw his bid after the expiration of ninety (90) calendar days from the date of bid opening by delivering written notice of withdrawal to the Purchasing Official prior to award of contract by the City of Coconut Creek.

12.3 The City reserves the right to reject the bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or fails to meet any other pertinent standard or criteria established by the City.

12.4 The City of Coconut Creek reserves the right to waive formalities in any bid and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all bids, with or without cause, to waive technical errors and informalities or to accept the bid which in its judgment, best serves the City of Coconut Creek.

13. Opening of Bids

Responses will be electronically unsealed and publicly read aloud on the date, time, and location specified in the bid document. A tabulation will be made available on the eBid System in accordance with applicable regulations.

14. Award of Contract

14.1 If the contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the base bid whose evaluation by City indicates to

City that the award will be in the best interests of the City and not necessarily to the lowest Bidder.

14.2 Criteria utilized by City for determining the most responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidder's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or with the time specified without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances, and regulations relating to the commodities or services.
- (f) Price.

14.3 If applicable, the Bidder to whom award is made shall execute a written contract prior to award by the City Commission. If the Bidder to whom the first award is made fails to enter into a contract as herein provided, the contract may be let to the next ranked Bidder who is responsible and responsive in the opinion of the City.

15. Contractual Agreement

The terms, conditions, and provisions in the bid document shall be included and

incorporated in the final contract. The order of precedence will be bid document and response, contract, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida.

16. Insurance

16.1 If the Contractor is required to go on to City property to perform work or services as a result of contract award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Special Terms and Conditions.

16.2 The Contractor shall provide the Purchasing Division original certificates of coverage prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

17. Taxes

The City of Coconut Creek is exempt from all Federal Excise and Florida Sales Taxes on direct purchase of tangible property. An exemption certificate will be provided where applicable upon request. Contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall a Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

18. Estimated Quantities/Warranties of Usage

No warranty is given or implied by the City as to any components listed in the bid document and are considered to be estimates for the purpose of information only. The City reserves the right to accept all or any part of the bid and to increase or decrease quantities

of Bidder's bid to meet additional or reduced requirements of the City.

19. Samples and Demonstrations

Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in the Special Terms and Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

20. Delivery

Time will be of the essence for any orders placed as a result of this bid document. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

21. Verbal Instructions Procedure

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any member of the City Commission or its Staff, all other City employees, and any non-employee appointed to evaluate or recommend selection in the procurement process. Only those communications which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

22. References

As part of the bid evaluation process, the City may conduct an investigation of references, including a record check and/or consumer affairs complaints. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Bidders qualifications.

23. Costs Incurred by Bidders

All expenses involved with the preparation/and or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s) and shall not be reimbursed by the City.

24. Permits, Fees and Notices (If Applicable)

24.1 The Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, county, state and federal laws, rules and regulation applicable to business to be carried on under the contract.

24.2 All City of Coconut Creek review fees, application fees, permit fees or inspection fees are waived as per Ordinance No. 139-94. All county, state or federal fees and permits shall be applied for and paid by the Bidder as necessary. Bidder must provide City with copy(s) of valid licensing by county/city agency for this type of work.

24.3 It is the Bidder's responsibility to have and maintain appropriate Certificate(s) of Competency and submit state registration (if required) for the work to be performed and valid for the jurisdiction in which the work is to be performed for all persons (including subcontractors) working on the project for whom a Certificate of Competency is required.

25. Penalties for Misrepresentation

Any material misrepresentation in the Contractor's response could result in termination of the Agreement, or any other appropriate administrative sanctions and/or legal actions.

26. Restriction on Disclosure and Use of Data

All proposals received by the City will become the sole property of the City. Confidential financial information obtained by the City from a Bidder is exempt from public disclosure to the extent allowed by law.

27. Exceptions to the Bid

Bidders must clearly indicate any exceptions they wish to take to any of the terms in this bid, and outline what alternative is being offered. The City, at its sole and absolute discretion,

may accept or reject the exceptions. In cases in which exceptions are rejected, the City may require the Bidder to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

28. Cancellation for Unappropriated Funds

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

29. Independent Contractor

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Bidder shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the bid document, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

30. Job Site Safety

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), Florida Department of Labor (DOL), and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The City reserves the right, but is not obligated to make safety inspections at any time the Successful Proposer is on City property and to ensure safety rules are not being violated.

31. Occupational Health and Safety

In compliance with Title 29 *CFR (Code of Federal Regulations)*, Section 1910.1200, any Hazardous Chemical items which are

delivered from a Contract resulting from this Proposal must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS sheets must be maintained by the user agency and must include the following information:

- a) The chemical name and the common name of the toxic substance.
- b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosiveness, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.
- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- d) The emergency procedure for spill, fire, disposal, and first aid.
- e) A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.
- g) All substances shall remain in manufacturer's container with manufacturer's labeling.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH OSHA STANDARDS.

32. Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112,

Florida Statutes. Bidders must disclose with their bid the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

33. Indemnity/Hold Harmless

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Contract. The Contractor shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing in this section shall affect the immunities of the City pursuant to Chapter 768, Florida Statutes, as amended from time to time, nor shall it constitute an agreement by the City to indemnify Contractor, its officers, employers, subcontractors or agents against any claim or cause of action.

34. Public Entity Crimes Statement

Pursuant to Paragraph 2(a) of Section 287.133, *Florida Statutes*, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for a contract to provide any goods or services to a public entity; may not submit a bid 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 of real property to a public entity; 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 any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$35,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

35. Public Records

Consultant shall keep such records and accounts and require any and all Consultants and subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, *Florida Statutes*. To the extent Consultant is a Consultant acting on behalf of the City pursuant to Section 119.0701, *Florida Statutes*, Consultant shall comply with all public records laws in accordance with Chapter 119, *Florida Statute*. In accordance with state law, Consultant agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in

Chapter 119, *Florida Statute*, or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure 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 City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the services. If the Consultant transfers all public records to the City upon completion of the services, 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 services, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Consultant does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

36. Drug-Free Workplace Programs

Preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two (2) or more bids which are equal with respect to price, quality and service are

received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

37. Collusion

The Bidder certifies that its bid is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a bid for the same items, or with the City. The Bidder also certifies that its bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

38. Audit Rights

The City reserves the right to audit the records of the Contractor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor in relation to this contract at any and all times during normal business hours during the term of the contract.

39. Patents and Royalties

The Contractor, without exception, shall indemnify and save harmless the City of Coconut Creek and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Coconut Creek. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

40. Purchase by Other Governmental Agencies

If the Bidder is awarded a contract as a result of this bid document, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded

in accordance with the terms and conditions of the bid document and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

41. Assignment and Sub-Letting

No assignment of this contract or any right occurring under this contract shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

42. Venue

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the Southern District in and for the State of Florida.

43. Gratuities and Kickbacks

43.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

43.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

43.3 **Contract Clause:** The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

44. **Protest Process**

Any bidder, proposer, or offeror who is aggrieved in connection with the solicitation or award of a contract must contact the procurement officer listed in the solicitation in writing (email or fax are acceptable) within three (3) working days after the posting of the notice of intent to award on the City's eBid System. A formal written protest shall be filed within five (5) working days after filing the notice of protest.

The notice of protest must be either, hand-delivered and date and time stamped by the Office of the City Clerk, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- (a) Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- (b) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- (c) Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (d) Any and all costs incurred by a protesting party in connection with a protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm within ten

(10) working days. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager or designee within five (5) working days. The notice of appeal must be either, sent Certified U.S. mail return-receipt requested or hand-delivered and date and time stamped by the Office of the City Clerk. The decision of the City Manager or designee will be final.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest a cashier's check made payable to the City of Coconut Creek in an amount equal to one percent (1%) of the City's estimate of the total amount of the contract or \$5,000.00, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes non-refundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check to the person or entity filing the protest.

45. **Confidential and/or Proprietary Information**

In accordance with Section 119.07(1)(a), Florida Statutes and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted proposal any financial information considered confidential and/or proprietary which may be considered exempt under Section 119.071, Florida Statutes.

46. **Anti-Discrimination**

That Consultant shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation,

pregnancy, gender identity or expression or veteran or service member status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

- b) Consultant, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression or veteran or service member status.

That in the event of a proven breach of the above non-discrimination covenant, the City shall have the right to terminate the Agreement as if this Agreement had never been made.

47. Default

47.1 Termination for Cause

In the event the Contractor shall default in or violate any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Contractor, terminate this contract effective immediately. In the event of such termination the City may hold the Contractor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprocurement and cover.

Procedures:

- a. Written notice shall be provided to Contractor setting forth the reasons for said termination and
- b. Only after the Contractor has been afforded a reasonable opportunity as determined by the

City to correct alleged problems; and

- c. Only after a hearing before the City Manager is granted to Contractor, at which time the Contractor shall be given an opportunity to be heard.

47.2 Termination for Default

In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract.

47.3 Termination for Convenience of City

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

SECTION II SPECIAL TERMS AND CONDITIONS

1. **Broker of Record**

Gehring Group, Inc. is the City of Coconut Creek's broker of record and is the City's exclusive consultant for the process of reviewing proposal submissions and providing consultative services. The City will evaluate the proposals in conjunction with a Selection Committee comprised of City staff members with the Gehring Group as advisors.

2. **Point of Contact**

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, elected official or employee during the submission process, other than the Purchasing Analyst, regarding the requirements for this submittal. Any such contact may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

All inquiries concerning clarifications of this solicitation or for additional information shall be submitted in writing by email or submitted through the eBid System.

Submit To: Stacy Lysengen, Purchasing Analyst
Email: slysenen@coconutcreek.net

All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bid procedures will only be transmitted electronically through the eBid System.

3. **Minimum Qualification Requirements**

3.1 **Scope of Services Proposed**

Clearly describe your ability to provide proposed medical with prescription drug, dental, vision, life, AD&D, short term disability, long term disability insurance services, and employee assistance program, including a work plan and explanation of methodology to be followed to perform the services required of this proposal.

3.2 **Firm Qualifications**

The proposal should give a description of the firm, including the size, range of activities, etcetera. Particular emphasis should be given as to how the firm-wide experience and expertise in this type of project will be brought to bear on the proposed project. The proposal must also identify the contact person and telephone number.

The Proposer must also be prepared to submit on the City's request, within seven (7) calendar days of the request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work.

3.3 The providers of the services requested herein must have the following qualifications:

- a. Be licensed to provide insurance services in the State of Florida
- b. For Dental proposals: Maintain a dental care network in Broward County and all surrounding vicinities

The City reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any Proposer to perform these services.

4. **Proposal Format**

The proposal shall contain three (3) sections:

Section 1: Qualifications and Experience

- a. Clearly describe your ability to provide proposed medical with prescription drug, dental, vision, life, AD&D, short term disability, long term disability insurance services, and employee assistance program, including a work plan and explanation of the methodology to be followed to perform the services required of this proposal.
- b. Provide a resume and fact sheet for the firm indicating how it meets the Minimum Qualification Requirements stipulated above.
- c. Provide resumes for all of the firm's employees that will be used to provide the services specified herein.
- d. Include a list of awards or recognitions received by firm, bonding capabilities, fieldwork capabilities and any other items of interest to support a claim to excellence.

Note: The Proposer must also be prepared to submit upon the City's request, further evidence as to the qualifications such as financial data, previous experience, and/or evidence of legal qualifications to perform the work within seven (7) calendar days of the request.

Section 2: Resources and Availability

- a. Describe the firm's management plan to be used, staffing configuration and safety protocols to be used to provide the requested services.
- b. Provide information about the equipment and services at the firm's disposal.

Section 3: References

- a. Proposer shall provide a list of at least five (5) client references to whom Proposer has provided similar services in the past three (3) years, at least two (2) of which are governmental entities. For each client reference include:
 - i. Client's name and location
 - ii. Scope of services provided
 - iii. Contact person, title, business address, telephone and fax number, and email address

5. **Competency of Proposers**

Proposals shall be considered only from firms that have five (5) or more years of experience in providing products and services similar to those specified herein and that are presently or recently engaged in the provision of these services. It may be necessary to produce evidence of a satisfactory record of performance for a reasonable period of time.

6. **Performance**

It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The awarded Proposer must be able to perform as required under the scope of services. Any failure of Contractor to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Contractor be unable to perform on a timely basis when such delay may cause harm to the City employees.

7. Schedule of Events

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	March 4, 2018
Last Date of Receipt of Questions	March 14, 2018
Addendum Release (if required)	March 21, 2018
Proposals Due	March 28, 2018 at 10:00 a.m.
Compliance Review	March 29 – April 5, 2018
Gehring Group Review	April 9-20, 2018
Gehring Group Evaluation Presented to City	April 23, 2018
Selection Committee Evaluations/Short List	April 23-24, 2018
Presentations/Best and Final Offers	April 25-May 1, 2018
Gehring Group Recommendation to City	May 8, 2018
Selection Committee/Final Ranking	May 10, 2018
Contract Negotiations with 1 st Ranked Proposer	May 14-17, 2018
Commission Award of Contract	June 14, 2018

8. Proposal Submission

- 8.1 Proposer shall use the electronic eBid System to submit a response. **The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. Proposer shall upload the response as one (1) file to the eBid System.** The maximum file size is 25MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 25MB being the maximum file size.
- 8.2 Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of bid documents was obtained electronically from the eBid System and no alteration of any kind has been made to the solicitation.
- 8.3 All blanks on the proposal form(s) must be completed and notarized if applicable. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 8.4 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any Proposer is interested in more than one (1) proposal for work contemplated, all proposals in which such a Proposer is interested will be rejected. Proposer by submitting this proposal certifies that the proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion of fraud.
- 8.5 Each Proposer by signature and by submission of a response, represents that the Proposer has read and understands the contract documents, has completed all required fields and the proposal has been made in accordance therewith.

- 8.6 The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.
- 8.7 All proposals received from Proposers in response to this Request for Proposals will become the property of City and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- 8.8 As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The City will determine which Proposers are “responsible and responsive”.

9. Evaluation Method and Criteria

The City will assemble a Selection Committee comprised of qualified City staff or other persons selected by the City. The Gehring Group will be advising the Selection Committee. The selection of a Proposer with whom to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

Criteria

- a. Conformity to requested benefit structure
 - b. Quality of Service Delivery
 - c. Ease of Administration
 - d. Qualifications, References, and Past Performance
 - e. Net Cost
- 9.1 The above criterion is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations. Past performance of Proposers services may also be included in determining recommendation for award. During the evaluation process, City reserves the right, where it may serve the City of Coconut Creek’s best interest to request additional information or clarification from Proposers.
- 9.2 Each proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City and to waive any irregularity or technicality in the proposals received. The City shall be the sole judge of the proposals that offer the best value and the resulting agreement that is in its best interest and its decision shall be final.
- 9.3 While the City allows Proposers to take exceptions to the RFP terms, conditions, and specifications, the number and extent of exceptions taken will be considered in determining the Proposer who is most advantageous to the City.

10. Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this RFP. A responsive proposal is one which follows the requirements of the RFP includes all documentation, is submitted in the format outlined in the RFP, is of timely

submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

11. Selection Process

The Selection Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The Selection Committee will rank (where one (1) is the highest ranking) all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the Selection Committee will give further consideration to all responsive proposals.

Oral Presentations

The top three (3) short-listed Proposers/finalists may be required to provide an oral presentation in support of their proposals or to exhibit or otherwise demonstrate the information contained therein or by conference telephone call for clarification purposes only, prior to a recommendation being presented to the City Commission. The Proposer's manager assigned to this contract shall be the sole presenter(s). The Selection Committee will then re-rank the finalist's based on their proposal submission and presentation in accordance with the criteria listed herein. Should the City require such oral presentation, the Proposer will be notified seven (7) days in advance to appear before the Selection Committee.

The first ranked Proposer resulting from this process will be recommended to the Coconut Creek City Commission for award. The recommended Proposer may be required to appear before the City Commission to answer questions for contract award.

12. Best and Final Offers

When in the best interest of the City, the Procurement Officer may request the submission of best and final offers. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Best and final offers shall be submitted only once; provided, however, the Procurement Officer may make a written determination that it is in the City's best interest to conduct additional discussions or change the City's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. Vendors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

13. Negotiations

Contract(s) may be awarded on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. If the City and said Proposer cannot negotiate a Successful Contract, the City may terminate said negotiations and begin negotiations with the number two ranked, responsive, responsible Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

14. Award of Contract

14.1 Responses will be electronically unsealed in a public forum and read aloud. A Selection Committee will evaluate the proposals based on the criteria stated herein. The City is the sole judge in evaluation considerations. It is the City's intent to award the contract to one (1) Proposer; however, the City reserves the right to award the contract to two (2) or multiple Proposers if the City deems it is in its best interest. A sample of the City of Coconut Creek Agreement can be found in Attachment 15.

- 14.2 The Contract will be awarded only to a responsible and responsive Proposer(s) licensed and qualified by experience to do the work specified. The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, staff, and ability to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.
- 14.3 All Proposers will be notified in writing when the City Commission makes an award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City Commission to be in the best interest of the City. The City Commission's decision of whether to make the award shall be final.
- 14.4 The Proposer warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 14.5 This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City Commission of Coconut Creek. Within ten (10) days after receiving Notice of Award, the Successful Proposer shall submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies for approval by the City's Risk Manager.

15. Contract Term

- 15.1 The initial contract period shall be for five (5) years beginning October 1, 2018. The City reserves the right to extend the contract for five (5) additional one (1) year periods effective each October, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Successful Proposer shall give written notice to the City not less than one hundred twenty (120) days prior to renewal date of any adjustment in the initial Contract amount. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- 15.2 In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

16. Price

Proposer shall quote a firm, fixed cost for the items listed in the Detailed Requirements - Scope of Services. Pricing shall include all costs associated with the project including labor, equipment, supplies, management, etc.

17. Cost Adjustments

- 17.1 Costs for all services purchased under this contract shall remain firm for the first year after execution of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment as standardly assessed in the industry. Any requested price increase shall be fully documented and submitted to the City at least one hundred twenty (120) days prior to October 1 each year ("anniversary date"). Any approved cost adjustments shall become effective upon the anniversary date of the contract.

- 17.2 The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or increases are considered to be excessive. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

18. Insurance Requirements

Throughout the term of this Contract, Successful Proposer and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

18.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of \$100,000.00 each accident.

Note: Proposers who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

18.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

18.3 Information Security/Cyber Liability Insurance

The City prefers the Proposer provide the City with evidence of Information Security/Cyber Liability Insurance with, at a minimum of \$3,000,000.00 per occurrence written on a "Claims-Made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

The City prefers that Information Security/Cyber Liability Insurance includes Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses.

18.4 Professional Liability / Errors and Omissions Coverage (If Applicable)

If the Bidder is to provide professional services under this Agreement, the Bidder must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the Consultant's operations or premises, any person directly or indirectly employed by the Consultant, and the Consultant's obligations under indemnification under this contract.

18.5 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as Additional Insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Purchasing Division
 Risk Manager
 4800 West Copans Road
 Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposer's Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit a revised Certificate of Insurance naming the City of Coconut Creek as Additional Insured for all liability policies.

18.6 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

Note: A copy of **any** current Certificate of Insurance shall be included with your proposal.

19. Dispute Resolution**19.1 Dispute Resolution Process**

- a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited

to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.

- b) In the event a dispute cannot be settled through the chain of command set forth in this section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.
- d) The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. **THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.**

SECTION III DETAILED REQUIREMENTS – SCOPE OF SERVICES

1. Intent

The City of Coconut Creek, Florida is actively seeking experienced and qualified firms that demonstrate the highest level of ability to provide the following insurance services to the City in full accord with the scope of services, terms, and conditions contained in this Request for Proposals (RFP):

- a. Medical with Prescription Drug and limited Vision coverage
- b. Voluntary Dental
- c. Voluntary Vision
- d. Basic Life and Accidental Death and Dismemberment
- e. Voluntary Life and Accidental Death and Dismemberment
- f. Short Term Disability
- g. Long Term Disability
- h. Employee Assistance Program

Eligible employees, retirees, elected officials, eligible family members, and COBRA participants will be covered by these plans and services, which include, but are not limited to, medical with prescription drug insurance and limited vision coverage, dental insurance, vision insurance, medical and dental networks, wellness and preventive care. The effective date of coverage will be October 1, 2018.

2. Service Expectations

Proposer will hold employee orientations as to the services provided by Proposer and instructions as to the use of the services if requested. Proposer will communicate with the employees, retirees, elected officials, COBRA participants, and their eligible family members about the services available at its own cost. Proposer must attend and provide representation at the City's open enrollment sessions. Proposer will provide wellness and preventive care sessions to the employees.

Proposer will also provide the following services: Technical assistance in the development of insurance policies and procedures; case management, including coordination of wellness fairs, follow up, and referral to specialized services not offered by Proposer; and on-site consultation with staff, as necessary. Proposer will assume all expenses related to providing services, including the cost of mailing, copying, drafting and providing monthly reports, and providing access for intake.

3. History

Cigna has been the City's insurer of fully insured medical with prescription drug and limited vision coverage, and dental plans since 2012. Unum has provided the City's basic life and AD&D, voluntary life, short term disability, and long term disability since 2012. Prior to 2012, the City had Aetna for medical and dental insurance, the Standard for life and short term disability, and Prudential for long term disability.

4. Programs Requested

The current schedules of benefits for each requested line of coverage are included as Attachments to this document. City of Coconut Creek is interested in pursuing options comparable to its current benefit offerings, as well as the alternatives that are outlined within this RFP. Please include completed Schedule of Proposal Prices and Benefits from this RFP in all proposals. Please note that the City currently has a fully insured participating contract and is requesting like quotes, however, alternate funding arrangements with the exception of traditional self-funded quotes may be included for consideration. The City's medical plans currently have embedded deductibles and out-of-pocket maximums, which the City would like to retain. For Life and Disability proposers, please note that the City is interested in matching the current schedule of benefits as well as obtaining quotes for a benefit equal to Fifty Thousand Dollars (\$50,000). This option may not be extended to the City employees under a Collective Bargaining Agreement (Police). Please quote these employees in a separate class with the current benefit of \$20,000, as well as the increased benefit of \$50,000.

5. Rate Guarantee

Proposers are strongly encouraged to include multi-year or not-to-exceed rate guarantees in their quotes. The awarded firm(s) shall give to the City, a minimum of one hundred twenty (120) days written notice prior to any renewal date stating what, if any, rate change is proposed.

6. Plan Provisions

All coverages must have a full, complete and blanket waiver of the actively-at-work clause for all employees without exceptions on the effective date. This waiver will protect coverage for any individuals who were missed in the process of reviewing potentially disabled or inactive individuals as well as those who may have become disabled or inactive in the period between the date of application and the effective date of coverage. The waiver applies not only to eligibility for coverage, but also to the amount of coverage. No person shall lose coverage as a result of change in carrier.

7. Commissions

Proposals should include the following commission levels in the rates. It is the City's intention to deal with all insurance carriers via its Agent of Record.

Coverage	Commission (%)	\$ Cap for Commission-based Fees
Medical	3%	\$78,000 annual cap on medical
Dental	5%	\$4,500
Short Term Disability	2%	\$3,000
Long Term Disability	2%	\$3,000
Life Insurance and Accidental Death & Dismemberment	2%	\$3,500 for Life, AD&D, and Voluntary Life

8. Lines of Coverage

Proposers may bid on any or all lines of coverage requested in this proposal. Please quote each line separately with stand-alone rates, but note any multiple line discounts available.

9. Due Care and Diligence

Due care and diligence has been exercised in the preparation of this information and it is believed to be substantially correct, however, the responsibility for verification of all information presented herein shall rest solely upon the proposer. The City of Coconut Creek and its representatives will not be responsible for any errors and/or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

ADDITIONAL VENDOR INFORMATION**1. Wellness Funds**

City of Coconut Creek currently receives Thirty-Five Thousand Dollars (\$35,000) of Wellness Funds from the medical carrier to use at their discretion. Medical proposers are encouraged to include wellness funds in their proposal. A minimum of Forty Thousand Dollars (\$40,000) per year for at least three (3) years is suggested.

2. Guarantees

Proposers are encouraged to include performance guarantees, implementation guarantees, service guarantees, and network guarantees to enhance their proposals.

3. Provider Network(s)

Proposer must be able to offer a high quality, accessible provider network(s) sufficient to meet the needs and geographic diversity of a group covering over three hundred (300) individuals and their dependents. Provider networks must include hospital, physician, and other provider services in

Broward, Miami-Dade, Martin, and Palm Beach Counties. Please note that local or regional networks can be proposed, but it is the City's preference that national networks be made available to the employees, retirees, and their dependents.

4. Plan Implementation

It is a requirement that the proposer(s) awarded this contract provides representative(s) to assist with implementation, open enrollment, employee communications and ongoing assistance with routine plan administration.

5. Employee Communications

It is the responsibility of all successful proposers to provide the necessary papers, forms, etc. for initial enrollment and the administration of benefits including but not limited to, brochures outlining schedule of benefits, directories, certificates, claim forms, identification cards, benefit booklets, etc., as applicable.

6. Interactive Website

It is a requirement of the City to award the contract to a vendor that offers an interactive website that would allow employees the ability to research the status of their claims on the internet, research information such as Preferred Drug Lists, search provider directories, etc.

7. Plan Administrator

BenTek, the City's contract administrator, assists employees with enrolling all benefits. BenTek performs deduction management services and eligibility tapes from the City.

7.1 The City has retained BenTek for on-line enrollment and electronic administration of the City's benefit programs, all proposers must have the technological capacity to transmit and accept a HIPAA 834 5010 eligibility file with proper confirmation of receipt and discrepancy reporting.

7.2 If the selected provider has an existing data exchange process with BenTek, that process will continue including file layouts, timing and method of transmitting data. For those providers that do not have an existing data exchange process with BenTek, BenTek will require utilization of the BenTek standard file layout and FTP site as the method of data transmission. Eligibility files, including employee terminations, are provided on a weekly basis.

BACKGROUND AND UNDERWRITING INFORMATION:

1. Background Summary

1.1 Currently, the City of Coconut Creek offers a fully-insured medical and prescription drug program with limited vision coverage through Cigna that consists of two plans: a high deductible health plan ("HDHP") and an in-network only plan ("OAPIN"). Any employee enrolled in the high deductible health plan has a Health Savings Account automatically opened with HSA Bank. There is a third medical plan ("OAP") with grandfathered enrollment that is no longer offered, which the City wishes to eliminate on October 1, 2018. The City offers a Flexible Spending Account (FSA), COBRA and Retiree Billing services administered through Chard-Snyder and the administration costs are paid by Cigna.

1.2 Voluntary Dental coverage is offered on a fully-insured basis through Cigna and consists of a DHMO and a DPPO. The City has limited Vision coverage included in the Cigna medical plan consisting of a vision exam once every twenty-four (24) months and discounts on

frames. The City is seeking quotes to match this plan as well as quotes for voluntary vision coverage with the benefits noted on the Rate Response Form. Employee Assistance Program (EAP) benefits are currently provided by Cigna.

- 1.3 Basic Life and AD&D, Short Term Disability, and Long Term Disability are provided through Unum. The City provides these benefits at no cost to the employee. Employees may elect Voluntary Life and AD&D which is also through Unum.

2. Premium Rate History

	2015-2016 Cigna	2016-2017 Cigna	2017-2018 Cigna
Medical HDHP*			
Employee	\$637.52	\$674.50	\$741.13
EE + Spouse	\$1,143.96	\$1,210.31	\$1,329.64
EE + Child(ren)	\$1,085.97	\$1,148.96	\$1,262.22
EE + Family	\$1,545.23	\$1,634.85	\$1,796.21
Medical OAPIN*			
Employee	\$764.96	\$823.86	\$905.42
EE + Spouse	\$1,374.38	\$1,480.21	\$1,626.75
EE + Child(ren)	\$1,304.61	\$1,405.06	\$1,544.17
EE + Family	\$1,857.28	\$2,000.29	\$2,198.32
Medical OAP*			
Employee	\$827.89	\$891.64	\$979.91
EE + Spouse	\$1,485.79	\$1,600.20	\$1,758.61
EE + Child(ren)	\$1,410.45	\$1,519.05	\$1,669.45
EE + Family	\$2,007.09	\$2,161.64	\$2,375.64
Dental HMO			
Employee	\$19.86	\$19.86	\$20.46
EE + Spouse	\$33.81	\$33.81	\$34.82
EE + Child(ren)	\$35.59	\$35.59	\$36.66
EE + Family	\$53.37	\$53.37	\$54.97
Dental PPO			
Employee	\$54.33	\$54.33	\$55.96
EE + Spouse	\$107.38	\$107.38	\$110.60

EE + Child(ren)	\$116.12	\$116.12	\$119.60
EE + Family	\$147.68	\$147.68	\$152.11

Basic Life and AD&D	2015-2016	2016-2017	2017-2018
Insurer	Unum	Unum	Unum
Life Rate / \$1,000	\$0.210	\$0.210	\$0.210
AD&D Rate / \$1,000	\$0.030	\$0.030	\$0.030
STD	2015-2016	2016-2017	2017-2018
Insurer	Unum	Unum	Unum
Rate / \$10 Weekly Benefit	\$0.29	\$0.29	\$0.29
LTD	2015-2016	2016-2017	2017-2018
Insurer	Unum	Unum	Unum
Rate / \$100 Covered Payroll	Class 1: \$0.44	Class 1: \$0.46	Class 1: \$0.46

Employee Assistance Program	2015-2016	2016-2017	2017-2018
PEPM	\$2.44	\$2.44	\$2.44

*Medical rates include limited vision coverage. HDHP rates include employer cost of HSA account administration. COBRA and Retiree premiums are reduced by the cost of HSA account administration.

3. Monthly Contributions

2017-2018 Monthly Contributions for Active Employees

	Employer	Employee
Medical HDHP		
Employee	\$741.13	\$0.00
EE + Spouse	\$957.34	\$372.30
EE + Child(ren)	\$908.80	\$353.42
EE + Family	\$1,293.27	\$502.94
Medical OAPIN		
Employee	\$741.13	\$164.29

EE + Spouse	\$957.34	\$669.41
EE + Child(ren)	\$908.80	\$635.37
EE + Family	\$1,293.27	\$905.05
Dental HMO		
Employee	\$0.00	\$20.46
EE + Spouse	\$0.00	\$34.82
EE + Child(ren)	\$0.00	\$36.66
EE + Family	\$0.00	\$54.97
Dental PPO		
Employee	\$0.00	\$55.96
EE + Spouse	\$0.00	\$110.60
EE + Child(ren)	\$0.00	\$119.60
EE + Family	\$0.00	\$152.11

SECTION IV - REQUIRED DOCUMENTS**Proposal Requirements Checklist**

Proposer has completed the required documents listed in the checklist below. The required documents shall be executed, notarized (if applicable), and submitted as a condition to this Request for Proposals.

Proposer shall electronically submit all required documents and any other pertinent information electronically through the eBid System.

Required Documents	Yes	No
Proposer Information	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Confirmation	<input type="checkbox"/>	<input type="checkbox"/>
Schedule of Proposal Prices and Benefits (Applicable Lines)	<input type="checkbox"/>	<input type="checkbox"/>
Indemnification Clause	<input type="checkbox"/>	<input type="checkbox"/>
Non-Collusive Affidavit	<input type="checkbox"/>	<input type="checkbox"/>
Proposer's Qualification Statement	<input type="checkbox"/>	<input type="checkbox"/>
Drug-Free Workplace Form	<input type="checkbox"/>	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	<input type="checkbox"/>	<input type="checkbox"/>
Exceptions to the RFP	<input type="checkbox"/>	<input type="checkbox"/>
Operational Plan – Scope of Services Proposed	<input type="checkbox"/>	<input type="checkbox"/>
Proposal: (1) Qualifications and Experience (2) Resources and Availability (3) References	<input type="checkbox"/>	<input type="checkbox"/>
Questionnaire Response Form	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance	<input type="checkbox"/>	<input type="checkbox"/>
Business Tax Receipt	<input type="checkbox"/>	<input type="checkbox"/>
Copies of Valid Licenses	<input type="checkbox"/>	<input type="checkbox"/>

PROPOSER INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

PROPOSAL CONFIRMATION

In accordance with the requirements to provide Medical with Prescription Drug, Dental, Vision, Life and AD&D, Short Term Disability, Long Term Disability, and Employee Assistance Program Insurance Services pursuant to RFP No. 03-28-18-10, the undersigned submits the attached proposal.

Proposer accepts and hereby incorporates by reference in this proposal all of the terms and conditions of the scope of work, including EPA Standards, Motor Vehicle Safety Standards and required warranty and guarantee certificates.

Proposer is fully aware of the scope of work based on these requirements, the legal requirements (federal, state, county and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigation as Proposer deems necessary.

This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person; firm or a corporation to refrain from proposing and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over City.

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided. I hereby submit this Proposal Package for Medical with Prescription Drug, Dental, Vision, Life and AD&D, Short Term Disability, Long Term Disability, and Employee Assistance Program Insurance Services, RFP No. 03-28-18-10 to the City of Coconut Creek with the full understanding of the Request for Proposal, General Terms and Conditions, Special Terms and Conditions, Detailed Requirements, and the entire Proposal Package.

Proposer's Name

Signature

Date

State of: _____

County of: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

**CITY OF COCONUT CREEK
INSURANCE SERVICES
RFP NO. 03-28-18-10**

SCHEDULE OF PROPOSAL PRICES AND BENEFITS

MEDICAL PLAN BENEFITS RESPONSE FORM – HDHP

HDHP	Current Plan Design		Proposed Plan Design	
	In Network	Out of Network	In Network	Out of Network
Network(s) Utilized	Cigna Open Access Plus			
Lifetime Maximum	Unlimited			
Calendar Year Deductible (CYD)	Embedded CYD/OOP Max			
Individual	\$2,600*	\$5,000		
Family	\$5,200*	\$10,000		
Out-of-Pocket Maximum				
Individual	\$5,000	\$10,000		
Family	\$10,000	\$20,000		
Member Coinsurance	0%	30%		
Non-Hospital Services				
Primary Care Physician	0% After CYD	30% After CYD		
Specialist Physician	0% After CYD	30% After CYD		
Preventive Care	No Charge	30% After CYD		
Independent Clinical Laboratory	0% After CYD	30% After CYD		
Advanced Imaging (CT, PET, MRI)	0% After CYD	30% After CYD		
Urgent Care Center	0% After CYD	0% After In-network CYD		
Hospital Services				
Inpatient	0% After CYD	30% After CYD		
Outpatient	0% After CYD	30% After CYD		
Emergency Room	0% After CYD	0% After In-Network CYD		
Physician Services at Hospital	0% After CYD	30% After CYD		
Mental Health & Substance Abuse				
Inpatient	0% After CYD	30% After CYD		
Outpatient	0% After CYD	30% After CYD		

Prescription Drugs				
Tier 1	\$15 After CYD	30% After CYD		
Tier 2	\$35 After CYD			
Tier 3	\$60 After CYD			
Tier 4	\$80 After CYD			
Mail Order (90 day supply)	2x Retail Copay After CYD	N/A		

***IRS mandated HDHP minimum deductibles increase for plan years renewing in 2018 to \$2,700/\$5,400**

NAME OF CARRIER: _____

MEDICAL PLAN BENEFITS RESPONSE FORM – IN-NETWORK ONLY

In-Network Only	Current Plan Design	Proposed Plan Design
	In Network Only	In Network Only
Network(s) Utilized	Cigna Open Access Plus	
Lifetime Maximum	Unlimited	
Calendar Year Deductible (CYD)	Embedded CYD/OOP Max	
Individual	\$1,000	
Family	\$2,000	
Out-of-Pocket Maximum	<i>Separate OOP Maximum for Rx</i>	
Individual	\$6,350 Total \$4,000 Med / \$2,350 Rx	
Family	\$12,700 Total \$8,000 Med / \$4,700 Rx	
Member Coinsurance	10%	
Office Visits		
Primary Care Physician	\$30 Copay	
Specialist Physician	\$50 Copay	
Preventive Care	No Charge	
Independent Clinical Laboratory	No Charge	
Advanced Imaging (CT, PET, MRI)	10%	
Urgent Care Center	\$75 Copay	
Hospital Services		
Inpatient	10% After CYD	
Outpatient	10% After CYD	
Emergency Room	\$200 Copay	
Physician Services at Hospital	10% After CYD	
Mental Health/Substance Abuse		
Inpatient	10% After CYD	
Outpatient	\$50 Copay	
Prescription Drugs	<i>Separate OOP Maximum for Rx</i>	
Tier 1	\$15 Copay	
Tier 2	\$35 Copay	
Tier 3	\$60 Copay	
Tier 4	\$80 Copay	
Mail Order (90 day supply)	2x Retail Copay	

NAME OF CARRIER: _____

MEDICAL PLANS RATE RESPONSE FORM

Medical HDHP	Current Rates	Proposed Rates
EE Only	\$741.13	
EE + Spouse	\$1,329.64	
EE + Child(ren)	\$1,262.22	
EE + Family	\$1,796.21	
Medical OAPIN	Current Rates	Proposed Rates
EE Only	\$905.42	
EE + Spouse	\$1,626.75	
EE + Child(ren)	\$1,544.17	
EE + Family	\$2,198.32	

 AUTHORIZED SIGNATURE
 TITLE: _____
 ADDRESS: _____

 PRINT NAME
 FIRM: _____
 PHONE: _____

LIMITED VISION PLAN BENEFITS RESPONSE FORM

LIMITED VISION PLAN	Current Rates		Proposed Rates	
	In Network	Out of Network	In Network	Out of Network
Network(s) Utilized	Cigna Vision			
Frequency	24 Months (Calendar Year Basis)			
Exam Copay	\$0	N/A		
Exam Allowance	No Charge	Up to \$45		
Savings Program	20% discount on frames and/or lenses (not applicable to contact lenses)	N/A		

NAME OF CARRIER: _____

LIMITED VISION PLAN RATE RESPONSE FORM

LIMITED VISION PLAN	Current Rates	Proposed Rates
EE Only	Included in Medical premium	
EE + Spouse	Included in Medical premium	
EE + Child(ren)	Included in Medical premium	
EE + Family	Included in Medical premium	

AUTHORIZED SIGNATURE_____
PRINT NAME

TITLE: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

VOLUNTARY DENTAL INSURANCE - DPPO RESPONSE FORM

DPPO	REQUESTED		PROPOSED	
	In Network	Out of Network	In Network	Out of Network
Network Utilized	Cigna Advantage / Cigna DPPO			
Calendar Year Maximum	\$2,000			
Charges Applicable to CY Max				
Calendar Year Deductible				
Single	\$50	\$100		
Family Aggregate	\$150	\$300		
Deductible waived for Preventive	Yes	Yes		
Benefits Payable				
Class I: Preventative/Diagnostic	100%	100%		
Class II: Basic/Restorative	100% After CYD	80% After CYD		
Class III: Major/Replacement	60% After CYD	50% After CYD		
Coverage Level for Endodontics & Periodontal Services	Basic			
Class IV: Orthodontic Treatment	Not Covered			
Service Information				
Waiting Period (Timely Entrants)	None			
Out of Network Reimbursement	MRC (Calculated at 90 th percentile)			
Required Participation	<i>Please list any requirements</i>			
Rate Guarantee	<i>Requesting at least 2 Years</i>			

**REQUESTED PLAN IS DIFFERENT FROM THE CURRENT PLAN.
SEE ATTACHMENTS SECTION FOR CURRENT DPPO SCHEDULE OF BENEFITS.**

NAME OF CARRIER: _____

VOLUNTARY DENTAL INSURANCE - DHMO RESPONSE FORM

DHMO		CURRENT	PROPOSED
		In Network Only	In Network Only
Network Utilized		Dental Care HMO	
Annual Maximum		Unlimited	
Sample Procedures	Code	Fee (Frequency)	
Office Visit Fee		\$5	
Routine Oral Exam	0150	\$0 (4 per cal. yr)	
Routine Cleanings	1110/20	\$0 (2 per cal. yr)	
Bitewing X-rays (2 Images)	0272	\$0	
Complete X-rays	0210	\$0 (1 set every 3 yrs)	
Fluoride Application (Child to age 19)	1206/08	\$0	
Sealants – per Tooth	1351	\$11	
Space Maintainer – Fixed, Unilateral	1510	\$30	
Palliative Treatment of Pain	9110	\$6	
Fillings, Amalgam, 1 Surface	2140	\$0	
Fillings, Composite, 1 Surface, Anterior	2330	\$0	
Fillings, Composite, 3 Surfaces, Posterior	2393	\$85	
Simple Extractions	7140	\$6	
Surgical Extractions, Soft Tissue	7220	\$55	
Surgical Extractions, Completely bony	7240	\$100	
Root Canal, Perm., Excl. Final Restoration	3330	\$275	
Periodontal Scaling & Root Planing	4341	\$45 (4 quadrants per 12 mos.)	
Periodontal Maintenance	4910	\$35 (4 per cal. yr)	
General Anesthesia – First 30 minutes	9220	\$160	
Repair Broken Complete Denture Base	5510	\$35	
Bridge	5213/14	\$200	
Crown, Porcelain fused to noble metal	2752	\$230	
Full Upper or Lower Denture	5110/20	\$185	
Orthodontic Treatment (Child to age 19)	8670	\$1,464 (24 mo. fee)	
Orthodontic Treatment (Adult)	8670	\$2,160 (24 mo. fee)	
Required Participation		<i>Please list any requirements</i>	
Rate Guarantee		<i>Requesting at least 2 Years</i>	

BE SURE TO INCLUDE A SCHEDULE OF BENEFITS FOR THE PROPOSED PLAN.

NAME OF CARRIER: _____

VOLUNTARY DENTAL (DPPO AND DHMO) RATE RESPONSE FORM

DPPO	Current DPPO Rates	Proposed DPPO Rates
EE Only	\$55.96	
EE + Spouse	\$110.60	
EE + Child(ren)	\$119.60	
EE + Family	\$152.11	
DHMO	Current DHMO Rates	Proposed DPPO Rates
EE Only	\$20.46	
EE + Spouse	\$34.82	
EE + Child(ren)	\$36.66	
EE + Family	\$54.97	

 AUTHORIZED SIGNATURE

 PRINT NAME

TITLE: _____

FIRM: _____

ADDRESS: _____

PHONE: _____

VOLUNTARY VISION INSURANCE RESPONSE FORM

	REQUESTED		PROPOSED	
Frequency of Services				
Examination	12 Months			
Lenses or Contact Lenses	12 Months			
Frames	24 Months			
	In Network	Out of Network	In Network	Out of Network
Eye Exam	\$10 Copay	Up to \$40 Reimbursement		
Lenses				
Single	No Charge After \$25 Copay	Up to \$30 Reimbursement		
Bifocal		Up to \$50 Reimbursement		
Trifocal		Up to \$70 Reimbursement		
Frames				
Retail	Up to \$130 Allowance 20% Discount Over \$130	Up to \$91 Reimbursement		
Contact Lenses				
Non-Elective (Medically Necessary)	No Charge	Up to \$210 Reimbursement		
Conventional	Up to \$130 Allowance 15% Discount Over \$130	Up to \$130 Reimbursement		
Disposable	\$130 Allowance	Up to \$130 Reimbursement		
Required Participation	<i>Please list any requirements</i>			
Rate Guarantee	<i>Requesting at least 2 Years</i>			

NAME OF CARRIER: _____

VOLUNTARY VISION RATE RESPONSE FORM

Vision Plan	Proposed Vision Rates
EE Only	
EE + Spouse	
EE + Child(ren)	
EE + Family	

 AUTHORIZED SIGNATURE

TITLE: _____

ADDRESS: _____

 PRINT NAME

FIRM: _____

PHONE: _____

GROUP BASIC LIFE and AD&D INSURANCE RESPONSE FORM – CURRENT PLAN DESIGN

Basic Life	CURRENT	PROPOSED
Life and AD&D Eligibility	All Full Time Employees in active employment working at the following minimum hours: Police Officers – at least 84 hours per 2 week period All Other Full Time Employees – at least 30 hours per week	
Waiting Period	Elected Officials – First of the month following election date All Other Employees - 1 st of the month following 30 days of employment; 1 st of the month following Transfer from Part Time to Full Time	
Benefit Amount	\$20,000	
Guarantee Issue Amount	\$20,000	
Age Reduction	To 65% at age 70 To 50% at age 75	
Accelerated Death Benefit	50% to a maximum of \$750,000	
Waiver of Premium	Begins after 6 months of continuous disability to age 65	
Portability	Included	
Conversion	Included	
Basic AD&D Benefit	Same as Life	
Age Reduction	Same as Life	
Seat Belt Benefit	10% to a maximum of \$25,000	
Air Bag Benefit	5% to a maximum of \$5,000	
RATES		
Life Rate/\$1,000	\$0.210	
AD&D Rate/\$1,000	\$0.030	
Rate Guarantee	Expires 9/30/2018	

NAME OF CARRIER: _____

GROUP BASIC LIFE and AD&D INSURANCE RESPONSE FORM – OPTIONAL PLAN DESIGN

Basic Life and AD&D	REQUESTED	PROPOSED
Life and AD&D Eligibility	Class 1: All Full Time Police Officers in active employment working at least 84 hours per 2 week period Class 2: All Other Full Time Employees working at least 30 hours per week	
Waiting Period	Elected Officials – First of the month following election date All Other Employees - 1 st of the month following 30 days of employment; 1 st of the month following Transfer from Part Time to Full Time	
Benefit Amount	Class 1: \$20,000 Class 2: \$50,000	
Guarantee Issue Amount	\$50,000	
Age Reduction	To 65% at age 70 To 50% at age 75	
Accelerated Death Benefit	50% to a maximum of \$750,000	
Waiver of Premium	Begins after 6 months of continuous disability to age 65	
Portability	Included	
Conversion	Included	
Basic AD&D Benefit	Same as Life	
Age Reduction	Same as Life	
Seat Belt Benefit	10% to a maximum of \$25,000	
Air Bag Benefit	5% to a maximum of \$5,000	
RATES		
Life Rate/\$1,000	n/a	
AD&D Rate/\$1,000	n/a	
Rate Guarantee	n/a	

NAME OF CARRIER: _____

GROUP VOLUNTARY LIFE and AD&D INSURANCE RESPONSE FORM

Voluntary Life and AD&D	CURRENT			PROPOSED		
Voluntary Life Eligibility	<i>See attached Voluntary Life Policy; Please match exactly</i>					
Employee Voluntary Life Formula	Group 1: In increments of \$10,000 Not to exceed 5x annual earnings or \$500,000					
Guarantee Issue	Group 1: \$130,000					
Employee Voluntary AD&D	Matches Voluntary Life Benefit					
Spouse Voluntary Life Formula	Group 1: In increments of \$10,000 Not to exceed 100% of EE Amount or \$500,000					
Guarantee Issue	Group 1: \$130,000					
Child Formula	Birth to 6 months: \$1,000 6 months to Age 19/26: \$10,000					
Age Reduction Schedule	To 65% at age 70 To 50% at age 75					
Annual Enrollment	EOI required					
Portability	Included (Group 1 Only)					
Conversion	Included					
Waiver	Included					
Employee & Spouse Rates Per \$1,000 of coverage (Based on Employee Age)	Age Bracket	Employee Rate/\$1,000	Spouse Rate/\$1,000	Age Bracket	Employee Rate/\$1,000	Spouse Rate/\$1,000
	0-19	\$0.090	\$0.045	0-19		
	20-24	\$0.090	\$0.045	20-24		
	25-29	\$0.090	\$0.045	25-29		
	30-34	\$0.100	\$0.050	30-34		
	35-39	\$0.100	\$0.050	35-39		
	40-44	\$0.170	\$0.085	40-44		
	45-49	\$0.260	\$0.130	45-49		
	50-54	\$0.430	\$0.215	50-54		
	55-59	\$0.600	\$0.300	55-59		
	60-64	\$0.630	\$0.315	60-64		
	65-69	\$0.730	\$0.365	65-69		
	70-74	\$3.180	\$1.590	70-74		
	75-79	\$4.920	\$2.460	75-79		
	80-84	\$4.920	\$2.460	80-84		
	85-89	\$4.920	\$2.460	85-89		
	90-99	\$4.920	\$2.460	90-99		
	AD&D	EE Only: \$0.040	EE + SP: \$0.080	AD&D		
	Child(ren)	\$0.026		Child(ren)		
	Required Participation					
Rate Guarantee						

NAME OF CARRIER: _____

SHORT TERM DISABILITY INSURANCE RESPONSE FORM

STD	CURRENT	PROPOSED
Eligible Employees	Group 1: All Full Time Police Officers in active employment working at least 84 hours per 2 week period Group 2: All Other Full Time Employees working at least 30 hours per week	
Definition of Disability	Limited duties and 20% or more loss in weekly earnings *Minimum 8 weeks disability for Cesarean section	
Elimination Period	14 Days Injury 14 Days Sickness	
Weekly Benefit	70% of weekly earnings	
Maximum Benefit	\$1,250 per week	
Minimum Benefit	\$25 per week	
Duration of Benefit	24 Weeks (26 Weeks including Elimination Period)	
Disabled and Working Benefit (See attached Policy)	Gross disability benefit less 50% of disability earnings and less other deductible income	
Return to Work Incentive	10% of gross disability payment to maximum of \$250 per week	
RATES		
Rate per \$10 of weekly benefit	\$0.29	
Estimated Volume		
Estimated Monthly Premium		
Rate Guarantee	Expires 9/30/2018	

NAME OF CARRIER: _____

LONG TERM DISABILITY INSURANCE PROPOSAL FORM

LTD	CURRENT	PROPOSED
Eligible Employees	Group 1: All Full Time Police Officers in active employment working at least 84 hours per 2 week period Group 2: All Other Full Time Employees working at least 30 hours per week	
Definition of Disability	Limited duties and 20% or more loss in indexed monthly earnings	
Elimination Period	180 days	
Monthly Benefit	66.6667% of monthly earnings	
Maximum Benefit	\$5,000 per month	
Minimum Benefit	\$100 per month	
Own Occupation Period	Managers and Above – N/A; All Others - 24 months	
Duration of Benefit	SS ADEA or the Maximum Period of Payment (as listed in LTD COC)	
Pre-existing Condition Limitation	3/12	
Mental Illness & Substance Abuse Limitation	24 Months	
Survivor Benefit	3 times monthly benefit	
Disabled and Working Benefit (See attached Policy)	Disability earnings between 20% and 80% of indexed earnings First 12 Months: Gross benefit + disability earnings up to 100% of indexed earnings After 12 Months: Gross benefit x percentage of lost earnings	
Return to Work Incentive	10% of gross disability payment to maximum of \$1,000 per month	
RATES		
Rate per \$100 Covered Payroll	\$0.46	
Estimated Volume		
Estimated Monthly Premium		
Rate Guarantee	Expires 9/30/2018	

NAME OF CARRIER: _____

EMPLOYEE ASSISTANCE PROGRAM RESPONSE FORM

	Current	Proposed
Employee Assistance Program	Cigna	
Number of Face to Face Sessions Per Year	Up to 6 per year, per issue	
Eligibility	All household members	
Counseling & Relationship Support	Unlimited, toll free telephonic access 24/7	
Online Resources	Unlimited Access	
Relationship Issues	Included	
Substance Abuse	Included	
Marital Problems	Included	
Work/Life Balance	Included	
Child & Elder Care	Included	
Stress Management	Included	
Legal & Financial Services	Included	
Identity Theft	Included	
Manager & Supervisor Training	Combined pool of 10 hours per 1,000 employees	
Initial Orientation Sessions	Combined pool of 10 hours per 1,000 employees	
Employee Seminars	Combined pool of 10 hours per 1,000 employees	
Critical Incident Debriefing	Combined pool of 10 hours per 1,000 employees	
Brochures & Workplace Posters	Included	
Comprehensive Reporting	Included	
Rate Guarantee	<i>Requesting at least 2 Years</i>	
Monthly Rate PEPM	\$2.44	

Please note any services that are included in the current EAP that are NOT being proposed in your quote.

NAME OF CARRIER: _____

VISA PURCHASING CARD:

The City of Coconut Creek has implemented a Visa Procurement Card (P-Card) Program through SunTrust Bank. The City's preference is to pay for goods/services with the P-Card. This program allows the City to expedite payment to our vendors. Some of the benefits of the P-Card Program to the vendor are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases).

Vendors accepting payment by the P-Card may not require the City (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a transaction. Such charges are allowable, however must be included in the total cost of their response. Vendors are not to add notations such as "+3% service fee" in their response. All responses shall be inclusive of any and all fees associated with the acceptance of the P-Card.

Vendors agreeing to accept payment by P-Card must presently have the capability to accept Visa or take whatever steps necessary to implement the ability before the start of the agreement term.

Purchasing Card Acceptance



Why You Should Accept City of Coconut Creek's Purchasing Card

The Challenge

To optimize working capital, buying organizations are requesting that their suppliers accept purchasing cards for payment. By replacing their paper-based accounts payable process with an electronic purchasing card solution, buyers reduce their overall payables cost and suppliers reduce their collection expenses. As a supplier you will be able to accept credit card payments while minimizing your acceptance costs.

The Solution

We would like for you to begin accepting the SunTrust Purchasing Card. Payments made with a purchasing card provide faster receipt of funds, as they are deposited electronically to your checking account. We have partnered with SunTrust to negotiate preferred product and pricing solutions that fit the needs of Business-to-Business (B2B) purchasing card acceptance.

Here's How It Works

SunTrust will provide a computer-based solution that allows you to get the best effective rate for B2B card acceptance. A computer-based application is necessary to authorize and settle transactions at the best available interchange rate, as typical point-of-sale terminals do not have the capability to send the additional required enhanced data with the purchasing card transactions.

What's In It For You

With our B2B solution you will receive payments quicker than through the manual paper-based process. You can also:

- Achieve cost reductions in mail handling, depositing payments and collection
- Have your funds deposited electronically
- Receive payments faster and improved cash flow
- Gain greater visibility to manage cash flow through online reporting
- Increase accounting efficiency
- Receive competitive processing rates and fees
- Eliminate returned or lost checks processing and related expenses
- Experience reduced potential for fraud than with check payments
- Decrease days sales outstanding

City of Coconut Creek Preferred Supplier Acceptance Pricing

We have created a program to allow you to qualify at the best effective rates either by software or through a web-based solution.

Visa® Rate	Purchase Card Level 2	Purchase Card Level 3	Large Ticket Rate
*Interchange Rate	2.00% + \$0.05	1.80% + \$0.10	1.45% + \$35.00
*Assessment Fee	0.0925%	0.0925%	0.0925%
SunTrust Merchant Services Fee	0.20%	0.20%	0.20%
*Effective Rate	2.33%	2.13%	1.78%

*Rate provided by Visa

Purchase Level 2

To qualify for the Visa Level 2 Interchange Rates, the sales tax amount must be reported and the value must be greater than zero.

Purchase Level 3

To qualify for the Visa Level 3 Interchange Rate, Level 3 data (item description, product code, quantity, unit of measure and commodity code) must be reported. If the Sales tax is not applied, a value of zero (0.00) is required.

Purchase Large Ticket

To qualify for the Visa Large Ticket Interchange Rate, Level 2 and Level 3 data must be reported. Any transaction greater than \$6,980 that has the required data elements will qualify for the Visa Large Ticket Rate.

City of Coconut Creek Preferred Product Solution Pricing

Type	Solution Name	Price
Software-based Application	Payment Software	Set-up (one-time): Waived Monthly Access: \$0.00 Per Transaction:\$0.00
Internet-based Solution	Global Gateway e4	Set-up (one-time): Waived Monthly Access: \$9.95 Per Transaction:\$0.05

Value-Added Services

- Preferred Supplier status
- Set preferred processing fees for B2B acceptance
- No cost computer application
- No set-up fee
- No early termination fees
- Online reporting

Supplier Sign-Up:

To begin the supplier enrollment process, please call 855.468.0317.

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____)ss.

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018,
by _____, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

PROPOSER'S QUALIFICATION STATEMENT

In order to properly evaluate the proposal submittals, Proposers are expected to complete the questionnaire and include the following documentation. By attesting to this submittal, Proposer guarantees the truth and accuracy of all statements and answers herein contained.

SUBMITTED TO: City of Coconut Creek
 Purchasing Division
 4800 West Copans Road
 Coconut Creek, FL 33063

Check One

Submitted By: _____
 Name: _____
 Address: _____
 City, State, Zip _____
 Telephone No. _____
 Fax No. _____

- Corporation
- Partnership
- Individual
- Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and Address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

- a. Date of Organization: _____
- b. Name, Address and Ownership Units of all Partners: _____

- c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? _____

a. Under what other former name has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this proposal. Please attach certificate of competency and/or state registration.

8. Litigation/Judgments/Settlements/Debarments/Suspensions:
Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the Medical with Prescription Drug, Dental, Vision, Life and AD&D, Short Term Disability, Long Term Disability, and Employee Assistance Program Insurance Services that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government during the last five (5) years.

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual(s) and titles who will personally supervise the work:

12. State the name and address of the attorney, if any, for the business of the Proposer:

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

15. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items:
- a) Current Assets (e.g. cash, joint venture accounts, accounts receivable, notes, receivable, accrued income, deposits, materials, real estate, stocks and bonds, equipment, furniture and fixtures, inventory and prepaid expenses)
 - b) Net Fixed Assets
 - c) Other Assets
 - d) Current Liabilities (e.g. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, real estate encumbrances and accrued payroll taxes)
 - e) Other Liabilities (e.g. capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings)

16. State the name of the firm preparing the financial statement and date thereof:

17. Is this financial statement for the identical organization named on page one? Yes No

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award and /or contract.

Proposer's Signature

Date

**ACKNOWLEDGEMENT
PROPOSER'S QUALIFICATION STATEMENT**

State of _____

County of _____

On this the _____ day of _____, 2018, before me, the undersigned Notary Public of the State of Florida, Personally appeared

_____ And
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification

(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with *Florida Statutes*, Chapter 287, Section 287.087 hereby certifies that _____ does:
(Name of Business)

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of *Florida Statutes*, Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature _____
Company Name _____
Date

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

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

1. This sworn statement is submitted with RFP No. 03-28-18-10 for Medical with Prescription Drug, Dental, Vision, Life and AD&D, Short Term Disability, Long Term Disability, and Employee Assistance Program Insurance Services.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), 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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that a "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of 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.
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, includes but is not limited to:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. 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 thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 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, who are active, or who have been active, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity within the last five (5) years of this sworn statement.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Please check all statements that are applicable.**
- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
9. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **Please check if statement is applicable.**
- The person or affiliate has not been placed on the convicted vendor list.
(If the box is not checked, please describe any action taken by or pending with the Department of General Services.)
10. The herein sworn statement shall be subject to and incorporate all the terms and conditions contained in Section 287.133 of the Florida Statutes.
11. Conviction of a public entity crime shall be cause for disqualification.

Proposer's Name

Signature

Date: _____

State of: _____

County of : _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

QUESTIONNAIRE RESPONSE FORM

General Information:

1. Are you willing to provide performance guarantees for implementation and servicing of your products? If so, please describe the performance guarantee programs you are proposing. Please indicate the group name, address, contact person, and telephone number of up to three firms in Florida to whom your company has forfeited money because of service problems in the last three (3) years.
2. Please describe your process for handling transitioning of care.
3. Do you utilize any “wrap” or leased networks not negotiated or owned by your organization?
 - a. If yes, what is the name of the network?
4. Please confirm proposer agrees to allow Retirees to continue coverage under the provisions required by 112.0801, Florida Statutes.
5. Provide the name, title, contact information and resume of the individual who would have direct daily account responsibility for the employee benefits program(s) you are proposing. If more than one person will be filling this role, please respond with complete information for all.
6. What is your company’s current A. M. Best, Moody’s and Standard and Poor’s ratings?
7. What is your account service team’s average response time to client requests or questions?
8. Describe the services provided by your account service team to the employees.
9. Describe the services provided by your account service team to the Human Resources department responsible for overseeing the employee benefits programs.
10. Describe any other services provided by your firm that will support our employee benefit initiatives.
11. Describe capabilities available through member website and mobile app. Please describe further any additional functionality available to employer as plan administrator.
12. Describe any available benchmarking tools you can provide.
13. Does your company help facilitate annual open enrollments?
 - a. Onsite meetings?
 - b. Educational materials?
 - c. Printed Materials at no cost?

Implementation & Billing

1. Please provide a brief description of the implementation process, including requirements and timeline.
2. Please confirm proposer is flexible to modify standard contract language.
3. Please confirm proposer is willing to waive binder payment requirements.
4. Please confirm proposer is willing to accept a self-bill for proposed line(s) of coverage.

5. Please confirm proposer can accept COBRA and retiree premiums from third party.
6. Please confirm proposer can bill COBRA and retirees separately.
7. What is your company's standard billing snap shot date and grace period for payment?

Electronic Enrollment & Implementation:

The City automates the benefits enrollment process and ongoing administration for their group insurance plans through BenTek. The City provides for its employees, COBRA participants, and retirees the ability to enroll online for group insurance plans in following instances: new hire orientation, annual open enrollment, qualifying life event change.

Throughout the plan year, the City, maintains its group's eligibility and transmits electronic eligibility to all applicable carriers and/or third-party administrators on a scheduled basis.

The following questions pertain to the Respondent's capabilities regarding the administration of the City insurance plan(s) in a paperless environment. You may supply supporting materials as required, but please provide your written answers to the questions below:

1. Can your company accept eligibility via file transmission?
2. Does your company outsource the processing of electronic eligibility to a third-party? If so, please provide company name.
3. Please specify if your company (or third-party) accepts the HIPAA 834 v.5010 file layout as well as all other file layouts accepted for automated enrollment. Please provide applicable coding supplements and other applicable file specification documents.
4. Does your company (or third-party) process electronic eligibility files via automation or are manual steps necessary. If manual steps are required to process files, please explain this process and impact on processing time.
5. What is your company's (or third-party's) standard processing time for electronic eligibility to be updated in all applicable internal systems (eligibility/claims/billing/etc.)? If time varies, please specify for each system.
6. Will your company (or third-party) provide confirmation notification to the group when files are processed? Please provide details related to this notification process (email, requirement of group log into company website, etc.)
7. Please provide implementation time (in days) for initial set-up of automated enrollment (electronic eligibility) of an established group with your company.
8. Please provide implementation time (in days) for initial set-up of automated enrollment (electronic eligibility) of a new group with your company.
9. Please provide set-up time needed for changes to file structure, plans, funding strategy, platform changes for an established group with your company. What alternative options does your company provide to receive enrollment should these changes cause delay in set-up of the EDI process.

10. Please provide file testing time frame (in days) for initial set-up and structure changes.
11. Please provide the standard time frame required to process files, generate, and mail member ID cards. What options does the group have if ID card delivery is delayed beyond the plan effective date?

Data & Reports:

1. Describe the reports you will provide regarding the utilization and claims associated with the employee benefits program(s) you are proposing. Please indicate in your description if any of the reports would be provided at an additional cost over the fees associated with the programs.
2. What is your proposed frequency of reporting on utilization experience? Is there a charge for utilization data analysis?
3. Are there any additional fees for reporting? Please provide all reporting options/packages and their associated costs.
4. Will there be online access for claim reports?
5. Does your proposal include funding for The City's chosen software system to perform online enrollment and eligibility functions? _____

If yes, list how much is included in your proposal and explain details of your requirements and implementation procedures.

Renewal Planning & Additional Fees

1. Will your company be willing and/or able to provide the annual renewal for the programs you are proposing a minimum of 120 days prior to the renewal date?
2. Will you recruit a specific provider per the City's request?
3. Describe any plan modeling tools that you provide to assist us with evaluating additional plan designs.
4. Are any of the rates you proposed contingent on any additional information? If so, please disclose.
5. What additional services are available and at what cost?

Wellness

1. The City seeks proposals to include wellness dollars at and/or above the level currently being provided. Proposers are encouraged to provide wellness funds on an annual basis. Please disclose the amount of wellness dollars provided in your proposal and any restrictions on use.
2. Did you include the criteria associated with how the City can use the wellness funds?
3. Are there any additional costs to the Client or employees for participation in your wellness programs or services?

4. Will the account team assigned include a designated wellness coordinator? If so, which wellness services will be included?

Dental:

1. Dental proposers must provide a Geo Access report that illustrates the number of:
 - a. General Dentists – 2 within 10 miles.
 - b. Specialty Dentists – 1 provider within 10 miles
 - c. Orthodontists – 2 providers within 10 miles.

The report format should include a breakdown by member city of residence with the number of members in that location and the number of providers servicing that location. The report should also include reporting on the number and location of employees who do not meet the above criteria.

2. For bidders not proposing national network coverage, please describe available access for out of state residents (retirees and/or dependents of covered participants).
3. Provide a dental disruption report if quoting dental, for the attached provider lists.
4. What is the length of the rate guarantee proposed for dental coverage?
5. Are you willing to waive the actively at work, dependent non-confinement and pre-existing limitation provisions for all currently enrolled individuals on dental?
6. Please confirm if proposer is willing to take over Calendar Year benefit accumulators as of 9/30/18.
7. On dental proposals, is there a missing tooth clause?
8. How does the proposed plan treat coverage for color (non-amalgam) fillings on molar teeth?
9. How does the proposed plan treat coverage for orthodontics in progress?
10. Does the proposed plan include coverage for implants?
11. Please confirm dependent child(ren) eligibility.

Medical:

1. Medical proposers must provide a Geo Access report that illustrates the number of:
 - a. Hospitals within 10 miles.
 - b. PCP's & Pediatricians within 10 miles.
 - c. OB/Gyn's, within 10 miles
 - d. Specialists within 10 miles.
 - e. Urgent Care Centers within 10 miles.

The report format should include a breakdown by member city of residence with the number of members in that location and the number of providers servicing that location. The report should also include reporting on the number and location of employees who do not meet the above criteria.

2. What are the Average discounts for the area the census covers broken down by:

Network Discounts				
Charge Type	Palm Beach	Broward	Miami/Dade	Martin
In-Patient Hospital	%	%	%	%
Out-Patient Hospital	%	%	%	%
Doctors	%	%	%	%
Urgent Care Centers	%	%	%	%
All Others	%	%	%	%

3. Please identify which of your networks are included in your proposal.
4. Are you willing to provide performance guarantees for your network discounting? If so, please describe what you are proposing.
5. For bidders not proposing national network coverage, please describe available access for out of state residents (retirees and/or dependents of covered participants).
6. Provide a medical disruption report if quoting medical, for the attached provider lists.
7. Please confirm requirements for coordination with Medicare for both active employees and their dependents, as well as retired employees and their dependents
8. Each proposer must confirm that they will provide the following reports upon request (possibly quarterly) of the City or its Agent of Record:
 - a. Large Claimants (over \$25,000) inclusive of gender, plan, diagnosis, last date of service, prognosis and if the claimant remains covered on the plan.
 - b. Utilization reports by diagnosis, place of service, employee vs. dependent costs.
 - c. Monthly paid claims
9. Are you willing to conduct face-to-face meetings annually (including medical/pharmacy director and financial analyst support) with the client to discuss financial and program enhancement/cost containment ideas that will assist the client in benefit design strategy, and will not necessarily be focused on plan design coverage reductions?
10. Are you willing to waive the actively at work, dependent non-confinement and pre-existing limitation provisions for all currently enrolled individuals on medical?
11. Please confirm dependent child(ren) eligibility.
12. Can you administer an HRA or HSA? If yes, please explain any additional cost to administer.
13. Cigna currently pays Chard-Snyder to administer the City's Flexible Spending Accounts, COBRA and Retiree Billing services. Will you agree to pay these fees if awarded the medical insurance?
14. Please confirm if proposer is willing to take over Calendar Year benefit accumulators as of 9/30/18.
15. Please confirm proposer can administer flat monthly commissions if necessary.

16. Please confirm proposer can administer embedded deductible and out-of-pocket maximum accumulators.
17. Please confirm if proposer included limited vision plan benefits in medical quote.
18. Please confirm if proposer included limited vision plan coverage in proposed medical plan rates. If not, please provide additional pricing for coverage.

Voluntary Vision

1. Please confirm proposed provider network.
2. For bidders not proposing national network coverage, please describe available access for out of state residents (retirees and/or dependents of covered participants).
3. What is the length of the rate guarantee proposed for vision coverage?
4. How does the proposed plan cover contact lens fit and follow-up examinations?
5. Is the materials copay applicable to contact lenses?
6. Please confirm if ophthalmologists are included as a part of the proposed vision network.
7. Please confirm dependent child(ren) eligibility.

Life and Disability

1. What is the length of the rate guarantee proposed for each line of coverage proposed?
 - a. Life and AD&D:
 - b. Short Term Disability:
 - c. Long Term Disability:
2. If awarded the life insurance contract, confirm that proposer will grandfather current coverage amounts for which premiums have been paid. If "No", please outline your proposed alternative.
3. If awarded the life insurance contract, confirm that proposer will accept beneficiary designation contained within benefits administration system. If "No", outline your proposed alternative.
4. Confirm that all employees enrolled in the client's plans who are currently not "actively at work" due to disability, FMLA, or any other reasons, will be covered under the plans implemented for the effective date stated in this RFP.
5. If awarded the life insurance contract, will proposer offer a true Open Enrollment?
6. Confirm the proposer is willing to waive the binder fee.
7. Confirm proposer can match current Life and AD&D policy Continuation Options. If "No", please detail proposing firm's proposed provisions where conflicting.

8. Confirm proposer can match current LTD policy Takeover Provisions. If “No”, please detail proposing firm’s proposed provisions where conflicting.
9. Confirm proposer can match and administer current STD & LTD policy “Disabled and Working Benefits”. If “No”, please detail proposing firm’s proposed provisions where conflicting.
10. Confirm proposer can match LTD policy Own Occupation definition for “Managers and Above”. If “No”, please detail proposing firm’s proposed provisions where conflicting.
11. What disability tax reporting option is included in the proposed pricing?
12. What disability tax reporting options are available at an additional cost? Please include pricing.
13. What billing options are available (i.e. self, list, online, other)?
14. What methods for claim initiation are available?
15. Is a claims manager assigned on a case-by-case basis or is one claims manager specifically assigned to the group?
16. Are additional value added programs offered with the Basic Life and/or employer-paid LTD (i.e. Will Preparation, Beneficiary Assistance, Life Assistance Program, etc.)?
17. Please confirm the proposed Dependent Child limiting age.
18. Please confirm proposer can administer flat monthly commissions if necessary.

Health Savings Account

1. Please confirm the financial institution proposer partners with to administer these accounts.
2. Please describe medical carrier and financial institution data integration. For example, can participants elect to have funds automatically transferred to cover medical plan deductibles and coinsurance for claims processed through medical plan? Can participants access account balances via medical carrier member website? Can participants access medical claims information from financial institution website?
3. The City currently absorbs the cost of account administration as a portion of billed premium. Please confirm applicable fees should the City continue to absorb the cost for its active employees and if this cost is included in the proposed medical plan premiums. Please confirm if these fees are assessed on applicable COBRA & Retiree premiums.
4. Alternatively, please confirm account administration fees and balance requirements should individual account holders be subject to this cost, such as Retirees or COBRA participants.
5. Please describe proposer’s process to transfer existing accounts to proposer’s preferred vendor. Please include restrictions and limitations, as well as any federally required documentation.
6. Please confirm account administration fees for accounts remaining open with proposer’s vendor should the City transition these services to another vendor in the future (assuming under IRS regulations funds cannot be transferred for individuals no longer enrolled in a qualified HDHP).
7. Please confirm if accounts are interest bearing or not and criteria to determine account type.

8. Please confirm any other applicable account fees, such as debit card fees, statement fees, balance transfers, etc...
9. Please confirm if City will have administrative rights to receive account information when necessary. Please detail what information is retrievable.
10. The City allows qualified participants the opportunity to fund their accounts via payroll deduction. Please confirm requirements for processing these deposits from a City account.
11. Please confirm account holders are able to request a transfer of funds from an HSA to a personal checking/savings account when qualified expenses are paid from a personal account and subject to reimbursement.
12. Please confirm vendor responsibility for tracking annual contributions. Should annual contributions exceed IRS limits, how is this addressed with the City and/or account holder?