

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 PROPOSERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL TERMS AND CONDITIONS THAT MAY VARY FROM THE GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE. PROPOSER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BIDS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE PROPOSER REGARDLESS OF ANY LANGUAGE IN PROPOSER'S CONTRACT TO THE CONTRARY.

INSTRUCTIONS TO PROPOSERS:

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 Proposers, 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; Proposer, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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

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

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 Proposer 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 Proposer".

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 Proposer 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 Proposers.

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

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

Successful Proposer: means the best, qualified, responsible and responsive Proposer 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, Proposer affirms that no alteration of any kind has been made to this solicitation.
- 3.2 The bid forms must be used by the Proposer. 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 Proposers

- 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 Proposer's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Proposer'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. Proposer's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining Proposer'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 Proposer 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 Proposer 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 Proposer 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. Proposer shall submit with his bid complete and descriptive literature and/or specifications. The Proposer 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 Proposer fails to name a substitute, it will be assumed that Proposer 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 Proposer shall enter the correct model number on the bid form. In the case of an updated model with new specifications, Proposer 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 Proposer 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, Proposer 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 Proposers. Addenda to the solicitation will be posted on the eBid System. It is the Proposer's responsibility to check the eBid System or contact the Purchasing Official prior to the bid submittal deadline to ensure that the Proposer 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. Proposers 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 Proposer 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 (Proposer pays and bears freight charges, Proposer 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 Proposer 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 Proposer'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 Proposer that Proposer 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, Proposers should use the bid forms provided in the bid document. Any erasures or corrections on the bid must be initialed by Proposer. All information submitted by the Proposer 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 Proposers, the public, and City staff. Proposers 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 Proposers and the public in accordance with applicable regulations.

12. Acceptance or Rejection of Bids

- 12.1 Proposer 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 Proposer may not withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening. A Proposer 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 Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the bid is not responsive or the Proposer 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 Proposer 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 Proposer.
- 14.2 Criteria utilized by City for determining the most responsive Proposer includes, but is not limited to the following:
- (a) Ability of Proposer to meet published specifications.
 - (b) Proposer's experience and references including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability, and business judgment of the Proposer, the quality of performance of Proposer under previous contracts, any subcontractors and other persons providing labor or materials to Proposer.
 - (c) Proposer'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 Proposer can perform the contract promptly or with the time specified without delay or interference.
 - (e) Previous and existing compliance by Proposer with laws, ordinances, and regulations relating to the commodities or services.
 - (f) Price.
- 14.3 If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer 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 Proposer 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. Proposer, 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 Proposer'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 Proposer, be returned within thirty (30) days of bid award at Proposer's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Proposer 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 Proposer 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. Proposer's submission of a bid constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

23. Costs Incurred by Proposers

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 Proposer(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 Proposer as necessary. Proposer must provide City with copy(s) of valid licensing by county/city agency for this type of work.

24.3 It is the Proposer'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 Proposer is exempt from public disclosure to the extent allowed by law.

27. Exceptions to the Bid

Proposers 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 Proposer 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 Proposer 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 Proposers 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*. Proposers 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 Proposers 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 Proposer'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 City 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 City crime may not submit a bid for a contract to provide any goods or services to a public City; may not submit a bid on a contract with a public City for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public City; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public City; and, may not transact business with any public City 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 Proposer 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 Proposer 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 Proposer 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. Choice of Law and Venue

The Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of the Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District 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 Proposer, 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 Proposer 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 City filing the protest.

45. Trade Secrets and Proprietary Confidential Business Information

Documents submitted by Contractor which constitute trade secrets as defined in Section 812.081, Fla. Stat., as amended from time to time, or proprietary confidential business information as defined in Section 119.0713(4), as amended from time to time, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Contractor's interpretation of the

term “trade secrets” or “proprietary confidential business information,” Contractor must provide a separate written indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City’s release of the requested records

the City shall have the right to terminate the Agreement as if this Agreement had never been made.

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 idCity 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 ID or expression or veteran or service member status.

That in the event of a proven breach of the above non-discrimination covenant,

47. Default

47.1 Termination for Cause: Immediate

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 reprourement 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 conditions(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.

48. E-Verify

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

48.1 By submitting the quote or proposal, the Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of

this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

49. Scrutinized Companies pursuant to Section 287.135 and 215.473, Florida Statutes

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Republic, unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

50. **WAIVER OF JURY TRIAL**
BY SUBMITTING A PROPOSAL WITH THE INTENT TO FORM A CONTRACTUAL RELATIONSHIP WITH THE CITY THEREUPON, THE PROPOSER AND/OR CONTRACTOR EXPRESSLY AGREES AND THE CITY ALSO EXPRESSLY AGREES TO WAIVE ANY RIGHTS TO REQUEST A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS SOLICITATION, QUOTE AND/OR PROPOSAL. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS SOLICITATION OR QUOTE/PROPOSAL AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
51. **Anti-Trust Violations; Denial or Revocation under Section 287.137, Florida Statutes**
Pursuant to Section 287.137, Fla. Stat., (enacted under Chapter 2021-32, Laws of Florida) effective July 1, 2021, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public City; may not submit a bid, proposal, or reply for a new contract with a public City for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public City; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public City; and may not transact new business with a public City. By submitting this Bid, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of submitting this Bid. False certification under this paragraph or being subsequently added to that list will result in rejection of this Bid and cancellation of any contract award, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.
52. **Severability; Waiver of Provisions**
Any provision in this Solicitation that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by the City shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Solicitation.
53. **Environmental and Social Government and Corporate Activism**
Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Contractor is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
54. **Discriminatory Vendor List**
Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An City or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public City; may not submit a bid, proposal, or reply on a contract with a public City for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public City; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public City; and may not transact business with any public City."
55. **Labor Harmony**
Contractor agrees that all labor employed by Contractor, its agents or subcontractors for work on City property must be in harmony with all other labor being used by City or other contractors working on City's property. Contractor agrees to give City immediate

notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Contractor, its agents or subcontractors, will remove from City's property any person objected to by City in association with the work.

56. Third Parties Beneficiaries

Neither Contractor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

57. Agreement Subject to Funding

The award of this solicitation to any specific Proposer is subject to necessary budget appropriations by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year in which the services are provided, and is subject to termination without any penalty due to lack of funding.

58. Remedies

58.1 Damages

The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

58.2 Correction of Work

If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

59. Disentanglement

Contractor will complete the transition of any terminated work from Contractor and its subcontractors to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Contractor will:

- a) Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
- b) Provide all information regarding the work that these parties will need to perform the Disentanglement.
- c) Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.

60. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By submitting a proposal or quote hereunder, Contractor represents and certifies that Contractor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Contractor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Contractor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

END OF SECTION

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 Procurement Analyst. For information concerning procedures for responding to this solicitation, and to register to the City's eBid System contact Randolph Merchant via email at rmerchant@coconutcreek.net.

For all other questions and request for information that would or would not materially affect the scope of services to be performed of the specifications, or for clarification please utilize the "Questions Tab" provided by Ion Wave for the eBid System at <https://coconutcreek.ionwave.net>. Questions must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or the solicitations process will only be transmitted by official written addendum issued by the City and uploaded to the eBid System as a separate addendum to the RFP.

The City shall not be responsible for oral interpretations given by any City employee or its representative.

3. **Proposal Format**

Proposers should prepare their proposals using the following format. In preparing proposals, Proposers should assume that the City has no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straight forward, economical manner. Proposers are not to make any reference to information they submitted in previous Bids/RFPs or quotes submitted to the City.

15. **Required Material**

The following material is required to be submitted with your proposal through the City's eBid System:

4.1 **Title Page**

Title page showing the Request for Proposals' subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

4.2 **Table of Contents**

4.3 **Transmittal Letter**

A signed letter of transmittal briefly stating the Proposer's understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days from the date of the Proposal opening.

4.4 Detailed Proposal

The detailed proposal should follow the order set forth in this Request for Proposals.

Section A: Qualifications and Experience

Clearly describe your ability to provide proposed medical, dental, vision, life, EAP, Basic Life w/A&D, Voluntary Life w/AD&D, STD, LTD, PSA, HSA, Cobra, and Retiree Billing Services, including a work plan and explanation of the methodology to be followed to perform the services required of this proposal.

License to Practice in Florida

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered and licensed to practice in the State of Florida.

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 B: Resources and Availability

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

Section C: References

1. 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 (1) of which are governmental entities. For each client reference include:
 - a. Client's name and location
 - b. Scope of services provided
 - c. Contact person, title, business address, telephone and fax number, and email address

Note: Proposer is responsible for verifying correct email, phone and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.

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	May 5, 2024
Last Date of Receipt of Questions	May 13, 2024 @ 5:00 PM
Addendum Release (if required)	May , 2024
Proposals Due	June 5, 2024 at 11:00 AM EST
Compliance Review	June 5 – June 12, 2024
Best and Final Offers (if necessary)	June 17, 2024
Commission Award of Contract	July 11, 2024

8. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure of service from a public utility needed for their performance, provided that:

- 8.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 8.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 8.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 8.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

9. Proposal Submission - Instructions

- 9.1 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 100 MB, however, that maximum applies to each file, not the Proposal itself. You are allowed an unlimited number of attachments with the 100 MB being the maximum file size.
- 9.2 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.

- 9.3** 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.
- 9.4** Each Proposer for services further represents that the Proposer has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the contract documents.
- 9.5** 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.
- 9.6** 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.
- 9.7** 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.
- 9.8** 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.
- 9.9** 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”.

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.

12. 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 top ranked Proposers 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. The City reserves the right to have multiple awards.

13. 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.

14. 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. The City, at its sole discretion, reserves the right to enter into contract negotiations with the number one ranked, responsive, responsible Proposer. 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.

15. Award of Contract

15.1 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. The City reserves the right to award the contract to one (1) or more Proposers if the City deems it is in its best interest.

15.2 The Contract will be awarded only to 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, and equipment to complete the scope of work. Proposer shall be insured, licensed, and certified by all applicable local, county, and state agencies.

15.3 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 is in the best interest of the City and shall be final.

15.4 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.

- 15.5** 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.

16. Contract Term

- 16.1** The initial contract period shall be for five (5) years beginning October 1, 2024. 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.
- 16.2** 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.

17. 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.

18. Insurance Requirements

If the Proposer is required to go on to City property to perform work or services as a result of contract award, the successful Proposer and/or any and all subproposers or anyone directly or indirectly employed by either of them throughout the term of the contract shall assume full responsibility and expense to obtain all necessary insurance as required by City.

The Proposer shall provide the Procurement Division original certificates of coverage prior to engaging in any activities under this contract. The Proposers insurance is subject to the approval of the City's Risk Manager. 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. Proposer, by submitting his proposal, agrees to abide by such modifications. Throughout the term of this Contract, Successful Proposer 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 Proposer is to provide professional services under this Agreement, the Proposer 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 – Procurement 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

19.1.1 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.

19.1.2 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.

19.1.3 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.

- 19.1.4** 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. WORK OBJECTIVE

The City is soliciting Medical, Dental, Vision, Basic Life w/ AD&D, Voluntary Life w/ AD&D, STD, LTD, and EAP for City employees, elected officials, retirees, COBRA participants and their families. The City's goal is directed toward the highest professional level of service while providing access to a quality network of providers at an affordable cost.

Please include plans that are comparable to the current plans unless instructed otherwise.

- Medical with Prescription Drug and limited Vision coverage
- Voluntary Dental
- Voluntary Vision
- Basic Life and Accidental Death and Dismemberment
- Voluntary Life and Accidental Death and Dismemberment
- Short Term Disability
- Long Term Disability
- 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, 2024.

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

The City offers a fully insured plan through Cigna since 2019. The City offers two medical plans, an HDHP plan and an OAPIN (IN -Network only) plan. All ancillary coverages at the City are fully insured, provided below are the incumbent carriers:

- Dental is offered through Cigna
- Vision is offered as a limited plan through Cigna (please include proposals for traditional and buy-up vision plan options)
- Basic Life w/ AD&D is offered through New York Life
- Voluntary Life w/ AD&D is offered through New York Life
- Short Term Disability is offered through New York Life
- Long-Term Disability is offered through New York Life
- Employee Assistance Program is offered through Cigna
- FSA is offered through Chard Snyder
- COBRA is offered through Chard Snyder
- Retiree Billing – Chard Snyder

Note: Please quote plans that are comparable to the current plan's benefits, unless otherwise indicated.

3.1 MEDICAL PLAN CHARACTERISTICS

3.1.1 MEDICAL PLAN CHARACTERISTICS:

Please take all the following into consideration in your proposal:

- The medical and prescription drug plan consists of one (1) HDHP plan and (1) OAPIN (IN-Network only) Plan.
- The City currently has a 4-tier enrollment structure.
 - 4-Tier
 - Employee Only
 - Employee + Spouse
 - Employee + Child(ren)
 - Employee + Family

3.1.2 MEDICAL RATE HISTORY:

Cigna HDHP Open Access Plus	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Employee Only	\$824.29	\$869.68	\$917.35	\$977.81	\$1,002.26
Employee + Spouse	\$1,484.05	\$1,565.78	\$1,651.61	\$1,760.44	\$1,804.46
Employee + Child(ren)	\$1,408.53	\$1,486.10	\$1,567.56	\$1,670.87	\$1,712.64
Employee + Family	\$2,006.75	\$2,117.26	\$2,233.33	\$2,380.52	\$2,440.04

Cigna OAPIN	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Employee Only	\$1,007.59	\$1,063.07	\$1,121.36	\$1,195.25	\$1,225.12
Employee + Spouse	\$1,814.05	\$1,913.95	\$2,018.88	\$2,151.92	\$2,205.73

Employee + Child(ren)	\$1,721.71	\$1,816.51	\$1,916.09	\$2,042.35	\$2,093.41
Employee + Family	\$2,452.98	\$2,588.04	\$2,729.91	\$2,909.81	\$2,982.57

3.1.3 MEDICAL CONTRIBUTIONS:

The City contributes 100% of the EE cost of the lowest plan and 81% of all other tiers of the lowest plan, which are applied to all dependent tiers, for most active employees. The City also contributes 80% for some bargaining unit members (subject to change through the collective bargaining process).

3.2 DENTAL PLAN CHARACTERISTICS:

3.2.1 DENTAL PLAN CHARACTERISTICS:

Please take all the following into consideration in your proposal:

- The dental plan consists of a DHMO and a single option DPPO plans.
- The City currently has a 4-tier enrollment structure.
- The City does not contribute to the dental plan
 - 4-Tier
 - Employee Only
 - Employee + Spouse
 - Employee + Children
 - Employee + Family

3.2.2 DENTAL BACKGROUND SUMMARY:

The City has a fully insured plan with Cigna since 2019. The City's plan consists of one (1) DHMO plan and one (1) DPPO plan.

3.2.3 DENTAL RATE HISTORY:

Cigna Dental DHMO	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Employee Only	\$19.85	\$19.85	\$20.25	\$20.25	\$20.86
Employee + Spouse	\$33.80	\$33.80	\$34.48	\$34.48	\$35.51
Employee + Child(ren)	\$35.56	\$35.56	\$36.27	\$36.27	\$37.35
Employee + Family	\$53.32	\$53.32	\$54.39	\$54.39	\$56.02
Cigna PPO Plan	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Employee Only	\$54.28	\$54.28	\$55.91	\$55.91	\$57.59
Employee + Spouse	\$107.27	\$107.27	\$110.49	\$110.49	\$113.80
Employee + Child(ren)	\$116.00	\$116.00	\$119.48	\$119.48	\$123.06
Employee + Family	\$147.55	\$147.55	\$151.98	\$151.98	\$156.54

3.3 VISION PLAN CHARACTERISTICS

3.3.1 VISION PLAN CHARACTERISTICS:

Please take all the following into consideration in your proposal:

- The Vision plan consists of a single option plan.
- The City currently has a 4-tier enrollment structure.

- The City does not contribute to the vision plan
 - 4-Tier
 - Employee Only
 - Employee + Spouse
 - Employee + Children
 - Employee + Family

3.3.2 VISION BACKGROUND SUMMARY:

The City has a fully insured limited vision plan with Cigna. This plan's premiums are included with medical.

Cigna Limited Vision	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
	Rates are included with Medical	Rates are included with Medical	Rates are included with Medical	Rates are included with Medical	Rates are included with Medical

3.4 Basic Life w/AD&D BACKGROUND SUMMARY:

The City currently offers employer paid life insurance through New York Life. They have partnered with New York Life since 2021 and were previously with Cigna. The City's coverage consists of two classes: Class 1-Elected Officials and Class 2-All Other Employees.

3.5 SUPPLEMENTAL LIFE INSURANCE BACKGROUND SUMMARY:

The City offers Voluntary Life Insurance through New York Life. They have partnered with New York Life since 2021; they were previously with Cigna.

3.6 SHORT TERM DISABILITY BACKGROUND SUMMARY:

The City offers employees STD through New York Life. They have partnered with New York Life since 2021; they were previously with Cigna.

3.7 LONG TERM DISABILITY BACKGROUND SUMMARY:

The City offers employees LTD through New York Life. They have partnered with New York Life since 2021; they were previously with Cigna.

3.8 EMPLOYEE ELIGIBILITY:

Employees are eligible to participate in the City's insurance plans if they are full-time employees working a minimum of 30 hours per week. Coverage will be effective from the first of the month following 30 days of full-time employment. Elected officials are eligible to participate in the City's insurance plans on the first day of the month following election.

3.9 EMPLOYEE ASSISTANCE PROGRAM (EAP):

EAP is currently through Cigna.

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CITY OF COCONUT CREEK

INSURANCE SERVICES
RFP NO. 06-05-24-11

SCHEDULE OF PROPOSAL PRICES AND BENEFITS

MEDICAL PLAN BENEFITS response form – HDHP**1. Response Form - Medical Insurance****Response Form - HDHP Open Access Plus Medical Plan Design****A. Please fill out this table if you are providing a quote for a Medical plan with In Network and Out of Network Benefits.**

Schedule of Benefits	Current Plan - In Network	Current Plan - Out of Network	Proposed Plan - In Network	Proposed Plan - Out of Network
Network(s) Utilized	Cigna Open Access Plus	Cigna Open Access Plus		
Deductible - Plan Year or Calendar Year	Calendar Year	Calendar Year		
Individual Deductible	\$2,800	\$5,000		
Family Deductible	\$3,000 (Ind)/\$5,600 (Fam)	\$5,000 (Ind/\$10,000 (Fam)		
Out-of-Pocket Maximum Individual	\$5,000	\$10,000		
Out-of-Pocket Maximum Family	\$5,000 (Ind)/\$10,000 (Fam)	\$10,000 (Ind)/\$20,000 (Fam)		
Member Coinsurance	10%	30%		
Physician Office Visit Copay	10% after CYD	30% after CYD		
Preventive Care Copay	No Charge	30% after CYD		
Virtual Visit (MD Live Urgent)	0% after CYD	Not Covered		
Specialist Office Visit Copay	10% after CYD	30% After CYD		
Independent Clinical Lab	10% after CYD	30% After CYD		
X-rays	10% after CYD	30% After CYD		
Advanced Imaging (MRI, PET, CT)	10% After CYD	30% After CYD		
Urgent Care Visit	10% after CYD	10% After CYD		

Outpatient Surgery in Surgical Center (Facility Fee)	10% After CYD	30% After CYD		
Physician Services at Surgical Center	10% After CYD	30% After CYD		
Inpatient Hospital (Per Admit)	10% After CYD	30% After CYD		
Physician Services at Hospital	10% After CYD	30% After CYD		
Emergency Room (Per Visit)	10% after CYD	10% after INN CYD		
Mental Health & Substance Abuse Inpatient Hospital (Per Admit)	10% After CYD	30% After CYD		
Mental Health & Substance Abuse Outpatient Services (Per Visit)	10% After CYD	30% After CYD		
Mental Health & Substance Abuse Office Visit	10% after CYD	30% After CYD		
Tier 1 - Generic (30 day)	\$15 after CYD	30% After CYD		
Tier 2 - Preferred Brand Name (30 day)	\$35 after CYD	30% After CYD		
Tier 3 - Non-Preferred Brand Name (30 day)	\$60 after CYD	30% After CYD		
Tier 4 - Specialty	\$80 after CYD	30% After CYD		
Prescription Drugs - 90 Day Supply	2.5x Retail Copay after CYD	30% After CYD		
Minimum Participation				

**B. Please fill out this table with rates for your proposed line of coverage.
(HDHP Open Access Plus Medical Plan Design)**

Coverage Tier	Current Rates	Proposed Rates
Employee Only	\$1,002.26	
Employee + Spouse	\$1,804.46	
Employee + Child(ren)	\$1,712.64	
Employee + Family	\$2,440.04	
Rate Guarantee	09/30/2024	

C. Response Form - Medical Insurance - Cigna
Response Form - Cigna OAPIN Medical Plan Design

Schedule of Benefits	Current Plan - In Network	Proposed Plan - In Network
Network(s) Utilized	Open Access Plus	
Deductible - Plan Year or Calendar Year	Calendar Year	
Individual Deductible	\$1,000	
Family Deductible	\$2,000	
Out-of-Pocket Maximum Individual	\$6,350 \$4,000 Med / \$2,350 Rx	
Out-of-Pocket Maximum Family	\$12,700 \$8,000 Med / \$4,700 Rx	
Member Coinsurance	20%	
Physician Office Visit Copay	\$30 Copay	
Preventive Care Copay	No charge	
Virtual Visit (MD Live)	No charge	
Specialist Office Visit Copay	\$50 Copay	
Independent Clinical Lab	No charge	
X-rays	No Charge	
Advanced Imaging (MRI, PET, CT)	20%	
Urgent Care Visit	\$75 Copay	
Outpatient Surgery in Surgical Center	20% after CYD	
Physician Services at Surgical Center	20% after CYD	
Inpatient Hospital (Per Admit)	20% after CYD	
Outpatient Hospital (Per Visit)	20% after CYD	
Physician Services at Hospital	20% after CYD	
Emergency Room (Per Visit)	\$200 Copay	
Mental Health & Substance Abuse Inpatient Hospital (Per Admit)	20% after CYD	
Mental Health & Substance Abuse Outpatient Services (Per Visit)	No Charge	
Mental Health & Substance Abuse Office Visit	\$50	
Tier 1 - Generic (30 day)	\$15	
Tier 2 - Preferred Brand (30 day)	\$35	
Tier 3 - Non-Preferred Brand (30 day)	\$60	
Tier 4 - Specialty	\$80	
Retail 90 Day Supply	2.5x Retail copay	
Minimum Participation		

**D. Please fill out this table with rates for your proposed line of coverage
(Current - Cigna OAPIN Medical Plan Design)**

Coverage Tiers	Current Rates	Proposed Rates
Employee Only	\$1,225.12	
Employee + Spouse	\$2,205.73	
Employee + Child(ren)	\$2,093.41	
Employee + Family	\$2,982.57	
Rate Guarantee	09/30/2024	

E. Please provide a quote for Alternative Medical HDHP plans with In Network and Out of Network Benefits – with Non-Embedded Deductibles and OOP Maximums. These plans will replace the current Cigna HDHP Open Access Plus

Alternative Medical Benefits HDHP - Form 1

Schedule of Benefits	Current Plan - In Network	Current Plan - Out of Network	Proposed Plan - In Network	Proposed Plan - Out of Network
Network(s) Utilized	TBD	TBD		
Deductible - Plan Year or Calendar Year	Calendar Year	Calendar Year		
Individual Deductible	\$1,600	\$3,200		
Family Deductible	\$3,200	\$6,400		
Out-of-Pocket Maximum Individual	\$3,200	\$6,400		
Out-of-Pocket Maximum Family	\$6,400	\$12,800		
Member Coinsurance	10%	30%		
Physician Office Visit Copay	10% after CYD	30% after CYD		
Preventive Care Copay	No Charge	30% after CYD		
Virtual Visit (MD Live Urgent)	0% after CYD	Not Covered		
Specialist Office Visit Copay	10% after CYD	30% After CYD		
Independent Clinical Lab	10% after CYD	30% After CYD		
X-rays	10% after CYD	30% After CYD		
Advanced Imaging (MRI, PET, CT)	10% After CYD	30% After CYD		
Urgent Care Visit	10% after CYD	10% After CYD		
Outpatient Surgery in Surgical Center (Facility Fee)	10% After CYD	30% After CYD		
Physician Services at Surgical Center	10% After CYD	30% After CYD		

Inpatient Hospital (Per Admit)	10% After CYD	30% After CYD		
Physician Services at Hospital	10% After CYD	30% After CYD		
Emergency Room (Per Visit)	10% after CYD	10% after INN CYD		
Mental Health & Substance Abuse Inpatient Hospital (Per Admit)	10% After CYD	30% After CYD		
Mental Health & Substance Abuse Outpatient Services (Per Visit)	10% After CYD	30% After CYD		
Mental Health & Substance Abuse Office Visit	10% after CYD	30% After CYD		
Tier 1 - Generic (30 day)	\$15 after CYD	30% After CYD		
Tier 2 - Preferred Brand Name (30 day)	\$35 after CYD	30% After CYD		
Tier 3 - Non-Preferred Brand Name (30 day)	\$60 after CYD	30% After CYD		
Tier 4 - Specialty	\$80 after CYD	30% After CYD		
Prescription Drugs - 90 Day Supply	2.5x Retail Copay after CYD	30% After CYD		
Minimum Participation				

F. Please fill out this table with rates for your proposed line of coverage-Alternative Medical HDHP plan -Form 1

Coverage Tier	Proposed Rates
Employee Only	
Employee + Spouse	
Employee + Child(ren)	
Employee + Family	
Rate Guarantee	

G. Alternative Medical Benefits HDHP - Form 2

Schedule of Benefits	Current Plan - In Network	Current Plan - Out of Network	Proposed Plan - In Network	Proposed Plan - Out of Network
Network(s) Utilized	TBD	TBD		
Deductible - Plan Year or Calendar Year	Calendar Year	Calendar Year		
Individual Deductible	\$2,500	\$5,000		
Family Deductible	\$5,000	\$10,000		

Out-of-Pocket Maximum Individual	\$5,000	\$10,000		
Out-of-Pocket Maximum Family	\$10,000	\$20,000		
Member Coinsurance	10%	30%		
Physician Office Visit Copay	10% after CYD	30% after CYD		
Preventive Care Copay	No Charge	30% after CYD		
Virtual Visit (MD Live Urgent)	10% after CYD	Not Covered		
Specialist Office Visit Copay	10% after CYD	30% After CYD		
Independent Clinical Lab	10% after CYD	30% After CYD		
X-rays	10% after CYD	30% After CYD		
Advanced Imaging (MRI, PET, CT)	10% After CYD	30% After CYD		
Urgent Care Visit	10% after CYD	10% After CYD		
Outpatient Surgery in Surgical Center (Facility Fee)	10% After CYD	30% After CYD		
Physician Services at Surgical Center	10% After CYD	30% After CYD		
Inpatient Hospital (Per Admit)	10% After CYD	30% After CYD		
Physician Services at Hospital	10% After CYD	30% After CYD		
Emergency Room (Per Visit)	10% after CYD	10% after INN CYD		
Mental Health & Substance Abuse Inpatient Hospital (Per Admit)	10% After CYD	30% After CYD		
Mental Health & Substance Abuse Outpatient Services (Per Visit)	10% After CYD	30% After CYD		
Mental Health & Substance Abuse Office Visit	10% after CYD	30% After CYD		
Tier 1 - Generic (30 day)	\$15 after CYD	30% After CYD		
Tier 2 - Preferred Brand Name (30 day)	\$35 after CYD	30% After CYD		
Tier 3 - Non-Preferred Brand Name (30 day)	\$60 after CYD	30% After CYD		
Tier 4 - Specialty	\$80 after CYD	30% After CYD		

Prescription Drugs - 90 Day Supply	2.5x Retail Copay after CYD	30% After CYD		
Minimum Participation				

H. Please fill out this table with rates for your proposed line of coverage-Alternative Medical HDHP plan -Form 2

Coverage Tier	Proposed Rates
Employee Only	
Employee + Spouse	
Employee + Child(ren)	
Employee + Family	
Rate Guarantee	

I. Please provide a quote for Alternative Medical OAPIN (HMO) plans with In-Network Benefits and Non-Embedded deductibles and OOP Maximums. These plans will replace the current Cigna OAPIN

Alternative In-Network Medical Plan Design - Response Form 1

Schedule of Benefits	Current Plan - In Network	Proposed Plan - In Network
Network(s) Utilized	TBD	
Deductible - Plan Year or Calendar Year	Calendar Year	
Individual Deductible	\$750	
Family Deductible	\$1,500	
Out-of-Pocket Maximum Individual	\$3,000	
Out-of-Pocket Maximum Family	\$6,000	
Member Coinsurance	20%	
Physician Office Visit Copay	\$20 Copay	
Preventive Care Copay	No charge	
Virtual Visit (MD Live)	No charge	
Specialist Office Visit Copay	\$40 Copay	
Independent Clinical Lab	No charge	
X-rays	No Charge	
Advanced Imaging (MRI, PET, CT)	20%	
Urgent Care Visit	\$75 Copay	
Outpatient Surgery in Surgical Center	20% after CYD	
Physician Services at Surgical Center	20% after CYD	
Inpatient Hospital (Per Admit)	20% after CYD	
Outpatient Hospital (Per Visit)	20% after CYD	
Physician Services at Hospital	20% after CYD	
Emergency Room (Per Visit)	\$150 Copay	

Mental Health & Substance Abuse Inpatient Hospital (Per Admit)	20% after CYD	
Mental Health & Substance Abuse Outpatient Services (Per Visit)	No Charge	
Mental Health & Substance Abuse Office Visit	No charge	
Tier 1 - Generic (30 day)	\$15	
Tier 2 - Preferred Brand (30 day)	\$35	
Tier 3 - Non-Preferred Brand (30 day)	\$60	
Tier 4 - Specialty	\$80	
Retail 90 Day Supply	2.5x Retail copay	
Minimum Participation		

J. Please fill out this table with rates for your proposed line of coverage-Alternative Medical OAPIN plan -Form 1

Coverage Tier	Proposed Rates
Employee Only	
Employee + Spouse	
Employee + Child(ren)	
Employee + Family	
Rate Guarantee	

K. Please provide a quote for Alternative Medical OAPIN (HMO) plans with In-Network Benefits

Alternative In-Network Medical Plan Design - Response Form 2

Schedule of Benefits	Current Plan - In Network	Proposed Plan - In Network
Network(s) Utilized	TBD	
Deductible - Plan Year or Calendar Year	Calendar Year	
Individual Deductible	\$500	
Family Deductible	\$1,500	
Out-of-Pocket Maximum Individual	\$3,000	
Out-of-Pocket Maximum Family	\$6,000	
Member Coinsurance	20%	
Physician Office Visit Copay	\$25 Copay	
Preventive Care Copay	No charge	
Virtual Visit (MD Live)	No charge	
Specialist Office Visit Copay	\$50 Copay	
Independent Clinical Lab	No charge	
X-rays	No Charge	
Advanced Imaging (MRI, PET, CT)	20%	
Urgent Care Visit	\$75 Copay	
Outpatient Surgery in Surgical Center	20% after CYD	
Physician Services at Surgical Center	20% after CYD	

Inpatient Hospital (Per Admit)	20% after CYD	
Outpatient Hospital (Per Visit)	20% after CYD	
Physician Services at Hospital	20% after CYD	
Emergency Room (Per Visit)	\$200 Copay	
Mental Health & Substance Abuse Inpatient Hospital (Per Admit)	20% after CYD	
Mental Health & Substance Abuse Outpatient Services (Per Visit)	No Charge	
Mental Health & Substance Abuse Office Visit	\$50	
Tier 1 - Generic (30 day)	\$15	
Tier 2 - Preferred Brand (30 day)	\$35	
Tier 3 - Non-Preferred Brand (30 day)	\$60	
Tier 4 - Specialty	\$80	
Retail 90 Day Supply	2.5x Retail copay	
Minimum Participation		

L. Please fill out this table with rates for your proposed line of coverage-Alternative Medical OAPIN plan -Form 2

Coverage Tier	Proposed Rates
Employee Only	
Employee + Spouse	
Employee + Child(ren)	
Employee + Family	
Rate Guarantee	

2. Response Form - Dental

A. Please complete the tables below if you are quoting dental insurance:

Complete if proposing Dental PPO Insurance:

Dental PPO Plans	Current - In Network	Current - Out of Network	Proposed - In Network	Proposed - Out of Network
Network	\$2,000	\$2,000		
Annual Maximum (Calendar / Plan Year)	Calendar Year	Calendar Year		
Annual Maximum Include Class I / Preventive Services?				
Deductible - Single	\$50	\$100		
Deductible - Family	\$150	\$300		
Deductible Waived for Preventative Services	Yes	Yes		
Class I: Diagnostic & Preventive	Please do not provide information on this row	Please do not provide information on this row		

Routine Oral Exam	Plan Pays: 100% Deductible Waived	Plan Pays: 100% After CYD		
Routine Cleanings	Plan Pays: 100% Deductible Waived	Plan Pays: 100% After CYD		
Routine X-rays (Bitewings - 1 in 6 Months)	Plan Pays: 100% Deductible Waived	Plan Pays: 100% After CYD		
Non-routine X-rays (Complete set - 1 Every 5 Calendar Years)	Plan Pays: 100% Deductible Waived	Plan Pays: 100% After CYD		
Class II: Basic Restorative	Please do not provide information on this row	Please do not provide information on this row		
Fillings	Plan Pays: 100% after CYD	Plan Pays: 80% after CYD (Subj to Balance Billing)		
Simple Extractions	Plan Pays: 100% after CYD	Plan Pays: 80% after CYD (Subj to Balance Billing)		
Oral Surgery - Minor & Major	Plan Pays: 100% after CYD	Plan Pays: 80% after CYD (Subj to Balance Billing)		
Endodontics - Minor & Major	Plan Pays: 100% after CYD	Plan Pays: 80% after CYD (Subj to Balance Billing)		
Periodontics - Minor & Major	Plan Pays: 100% after CYD	Plan Pays: 80% after CYD (Subj to Balance Billing)		
Anesthesia	Plan Pays: 100% after CYD	Plan Pays: 80% after CYD (Subj to Balance Billing)		
Class III: Major Restorative	Please do not provide information on this row	Please do not provide information on this row		
Bridges	Plan Pays: 60% after CYD	Plan Pays: 50% after CYD (Subj to Balance Billing)		
Dentures	Plan Pays: 60% after CYD	Plan Pays: 50% after CYD (Subj to Balance Billing)		
Implants				
Class IV: Orthodontia	Please do not provide information on this row	Please do not provide information on this row		
Orthodontia Coverage -	N/A	N/A		
Orthodontia Lifetime Maximum				
Waiting Period for Timely Entrants	None	None		

Waiting Period for Late Entrants	12 Months	12 Months		
Out of Network Benefits Payable Level		90th Percentile		
Participation Requirements				

B. Complete if proposing Dental PPO Insurance:

Coverage Tiers	Current Rates	Proposed Rates
Employee Only	\$57.59	
Employee + Spouse	\$113.80	
Employee + Child(ren)	\$123.06	
Employee + Family	\$156.54	
Rate Guarantee	09/30/2024	

C. Complete if proposing Dental DHMO Insurance:

Sample Procedures	Code	Current Plan - In-Network Only - Fee (Frequency)	Proposed Plan - In-Network Only - Fee (Frequency)
Network Utilized		Cigna Dental Care HMO	
Annual Maximum			
Periodic Exam	D0120	\$0	
Office Visit	D9430	\$6	
Prophylaxis	D1110	\$0	
Full Mouth X-rays	D0210	\$0	
Extraction			
Single Tooth	D7111	\$6	
Partial Impaction	D7230	\$80	
Boney Impaction	D7240	\$100	
Fillings			
Amalgam - 1 surface	D2140	\$0	
Resin - 1 surface	D2330	\$0	
Sedative	D2940	\$6	
Root Canal Therapy			
Anterior	D3310	\$90	
Bicuspid	D3320	\$135	
Molar	D3330	\$275	
Periodontic Therapy			
Root Planning (1/4)	D4341	\$45	
Gingivectomy (1/4)	D4210	\$145	
Crown and Bridge			
Full High Noble Metal	D2790	\$220	
Porcelain Fused to Metal	D2750	\$230	
Dentures			
Partial Dentures	D5213	\$200	
Complete Dentures	D5110	\$185	
Denture Reline (chairside)	D5730	\$40	

Denture Reline (lab)	D5750	\$70	
Orthodontia			
Comprehensive Treatment	D8070-90	\$440	
Adult Orthodontia Covered?		\$2,160	
Minimum Participation Requirement			

D. Complete if proposing Dental PPO Insurance:

Coverage Tiers	Current Rates	Proposed Rates
Employee Only	\$20.86	
Employee + Spouse	\$35.51	
Employee + Child(ren)	\$37.35	
Employee + Family	\$56.02	
Rate Guarantee	09/30/2024	

3. Vision Response Form

Please complete the following for Vision Insurance:

Please Include standard and buy-up vision plan options

A. Vision Schedule of Benefits:

Vision Benefits Response Form	Current Plan - In Network	Current Plan - Out of Network	Proposed Plan - In Network	Proposed Plan - Out of Network
Eye Exam Allowance	\$0 N/A	N/A Up to \$45		
Contact Lens Exam (Standard Fit / Follow-Up)	N/A	N/A		
Retinal Imaging	N/A	N/A		
Frequency of Services Examination	12 months	12 months		
Frequency of Services Lenses				
Frequency of Services Frames	N/A	N/A		
Frequency of Services Contact Lenses	N/A	N/A		
Lenses Single	N/A	N/A		
Lenses Bifocal	N/A	N/A		
Lenses Trifocal	N/A	N/A		
Lenses Lenticular	N/A	N/A		
Progressive Lens Standard	N/A	N/A		
Progressive Lens Upgrade	N/A	N/A		
Polycarbonate (up to age 19)	N/A	N/A		
Frames Retail	N/A	N/A		
Contact Lenses - In lieu of eyeglass lenses/frames or in the same benefits year with eyeglass lenses/frames	N/A	N/A		
Contact Lenses Conventional	N/A	N/A		

Contact Lenses Disposable	N/A	N/A		
Contact Lenses Non-Elective (Medically Necessary)	N/A	N/A		
Savings Program	20% discount on frames and/or lenses (not applicable to contact lenses)	N/A		
Minimum Participation				

B. Vision Monthly Rates: Included In medical Premium

Covered	Current Rates	Proposed Rates
Employee Only		
Employee+Spouse		
Employee+Child(ren)		
Employee+Family		
Rate Guarantee	09/30/2025	

4. Response Form - Basic Life and AD&D Insurance

A. Please complete this form if you are proposing Basic Life and AD&D coverage.

Schedule of Benefits & Features	Current	Proposed
Eligibility	"All Active, Full Time Employees 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"	
Basic Life Benefit	"Elected Officials - First of the month following election date. All Other Employees - 1st of the month following 30 days of employment; 1st of the month following Transfer from Part Time to Full Time."	
Benefit Amount	\$20,000	
Guarantee Issue Amount	\$20,000	
Basic AD&D Benefit	Same as Life Amount	
Age Reduction Schedule (Reduced to) (Indicate Basic Life and AD&D Separately if Different)	65% at age 70 50% at age 75	
Accelerated Death Benefit	50% to maximum of \$10,000	
Waiver of Premium	Begins after 6 months of continuous disability to age 65	
Conversion	Included	
Portability	Included	
Rate Guarantee	09/30/2026	
Life Rate/\$1,000	\$0.140	

AD&D Rate/\$1,000	\$0.020	
Estimated Volume (List Life and AD&D Separately if Different)	\$9,062,000	

B. Please complete this form if you are proposing Alternate Basic Life and AD&D coverage (\$50,000)

Schedule of Benefits & Features	Current	Proposed
Eligibility	"All Active, Full Time Employees 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"	
Basic Life Benefit	"Elected Officials - First of the month following election date. All Other Employees - 1st of the month following 30 days of employment; 1st of the month following Transfer from Part Time to Full Time."	
Benefit Amount	\$50,000	
Guarantee Issue Amount	\$50,000	
Basic AD&D Benefit	Same as Life Amount	
Age Reduction Schedule (Reduced to) (Indicate Basic Life and AD&D Separately if Different)	65% at age 70 50% at age 75	
Accelerated Death Benefit	50% to maximum of \$10,000	
Waiver of Premium	Begins after 6 months of continuous disability to age 65	
Conversion	Included	
Portability	Included	
Rate Guarantee	09/30/2026	
Life Rate/\$1,000	\$0.140	
AD&D Rate/\$1,000	\$0.020	
Estimated Volume (List Life and AD&D Separately if Different)	\$9,062,000	

5. Response Form - Supplemental Life and AD&D Insurance

A. Please complete this form if you are proposing Supplemental Life and AD&D coverage.

Schedule of Benefits & Features	Current	Proposed
Eligibility	All Active, Full Time Employees working at least 30 hours per week	
Employee Formula	"In increments of \$10,000 Not to exceed 5x annual earnings or \$500,000"	

Employee Guaranteed Issue Amount	\$130,000	
Spouse Formula	"In increments of \$10,000 Not to exceed 100% of EE Amount or \$500,000"	
Spouse Guaranteed Issue Amount	\$130,000	
Spouse Rate Calculation (Employee or Spouse Age)	Spouse rates are based on the Employee's date of birth. A change in rates due to a change in the Employee's age will become effective on the Policy Anniversary coinciding with or following the Employee's birthday.	
Dependent Child Life Benefit	"Birth to 6 Months: \$1,000 6 Months to Age 26: In increments of \$1,000 to a maximum of \$10,000	
Dependent Spouse/Child Coverage Limit	\$1,000, \$10,000	
Age Reduction Schedule (Reduced to)	65% at age 70; 50% at age 75	
Annual Enrollment		
Waiver of Premium	Included	
Conversion	Included	
Portability	Included	
Rate Guarantee	9/30/2026	
Monthly EE Rate/\$1,000 / Spouse Rates	See Rate Table Below	
0-19	\$0.130 / \$0.085	
20-24	\$0.130 / \$0.085	
25-29	\$0.130 / \$0.085	
30-34	\$0.140 / \$0.090	
35-39	\$0.140 / \$0.090	
40-44	\$0.210 / \$0.125	
45-49	\$0.300 / \$0.170	
50-54	\$0.470 / \$0.250	
55-59	\$0.640 / \$0.340	
60-64	\$0.670 / \$0.355	
65-69	\$0.770 / \$0.405	
70-74	\$3.220 / \$1.630	
75-79	\$4.960 / \$2.500	
80-84	\$4.960 / \$2.500	
85+	\$4.960 / \$2.500	
Dependent Child Rate/\$1,000	\$0.026	
AD&D Rate/\$1,000	\$0.040 (AD&D Included in above Rates)	

6. Response Form - Employer Paid Short Term Disability Insurance

A. Please complete this form if you are proposing Short Term Disability coverage.

Schedule of Benefits & Features	Current	Proposed
Eligibility	All Active, Full Time Employees working at least 30 hours per week	
Benefit Percent	70%	
Maximum Benefit	\$1,500	
Minimum Benefit	\$25	
Benefit Duration (Includes or Excludes Elimination Period)	26 weeks including Elimination Period	
Partial Disability Benefit	Included	
Benefit Waiting Period	14 days sickness / 14 days injury	
Return to Work Incentive	Included	
Rate Guarantee	09/30/2026	
Rate/\$10 of Weekly Benefit	\$0.230	
Estimated Volume	\$490,191.41	

7. Response Form - Employer Paid Long Term Disability Insurance

A. Please complete this form if you are proposing Long Term Disability coverage.

Schedule of Benefits & Features	Current	Proposed
Eligibility	"Class 1: All active, Full-time Employees of the Employer regularly working a minimum of 30 hours per week classified as City Manager, City Attorney, Police Lieutenants, and all positions designed by the City as Administrative Officers Class 2: All active FT Employees working at least 30 hrs/wk, excluding those classified as City Manager, City Attorney, Police Lieutenants, and all positions designed by the City as Administrative Officers"	
Definition of Disability	"Unable to perform the material duties of your regular occupation/regular job and you are unable to earn 80% or more of your indexed earnings from working in your regular occupation/regular job"	
Elimination Period	180 Days	
Monthly Benefit	66.67%	
Benefit Maximum	\$5,000	
Benefit Minimum	The greater of \$100 per month or 10% of the Gross Disability Benefit	
Benefit Duration	SS ADEA or the Maximum Period of Payment (as listed in LTD COC)	

Own Occupation Definition	Class 1 - N/A Class 2 - 24 months	
Partial Disability Benefit		
Return to Work Incentive	Included	
Pre-Existing Condition Limitation	3/12	
Mental Illness & Substance Abuse Limitation	24 Months	
Survivor Benefit	Included	
Leave Continuation Provision	Included	
Waiver of Premium	Included (prior to age 60)	
FICA & W-2 Services	Included	
Rate Guarantee	09/30/2026	
Rate/\$100 Covered Monthly Payroll	\$0.290	
Estimated Volume	2,786,228.86	

8. Response Form - Employee Assistance Program

A. Please fill this table out if you are providing a quote for an Employee Assistance Program

Schedule of Benefits	Current	Proposed
Eligibility	Please do not provide information on this row	
Eligibility Criteria	All Household members	
Services Included in Pricing	Please do not provide information on this row	
Number of Sessions per Employee	Up to 6 per year, per issue	
Number of Sessions per Dependent		
Unlimited Telephonic Consultation	Included (Unlimited, toll-free telephonic access 24/7)	
Onsite/Virtual Training Hours	Included	
Wellness Seminars	Included	
Program Features Included in Pricing	Please do not provide information on this row	
Online Services	Included	
Management Referrals	Included (Combined Pool of 28 hrs/1,000 EEs)	
Employee Communication Materials	Included	
Utilization Reporting Frequency	Included	
Assessment, Consultation, and Referral Specialty - Included in Pricing	Included	
Emotional/Psychological Problems	Included	
Family/Relationship Problems	Included	
Alcohol/Drug Abuse Problems	Included	
Legal/Financial Problems	Included	

Underperforming Employee Problems	Included	
Services not Included in Pricing	Please do not provide information on this row	
Rate Guarantee	09/30/2024	
Fitness for Duty Examination	Included	
Per Employee Per Month Rate	\$2.34	

9. Response Form - Flexible Spending Account

A. Please fill out this table if you are providing a quote for a Flexible Spending Account

Plan Information	Current Plan Benefit	Proposed Plan Benefit
Per Employee per Month fee (Full Purpose FSA)	\$4.50	
Per Employee per Month fee (Limited Purpose FSA)		
Debit card fee	Included	
Setup fee(s)	Included	
Annual renewal fee	Waived	
Processing of reimbursements (weekly, daily)	Weekly	
Claims Submission Method	Mobile App/Web Portal/Fax/Mail	
Mobile App	Yes	
Adjustments and corrections		
Mailed account statements	N/A	
Enrollment meetings (In-Person)	Fees for services	
Enrollment kits (Paper, Electronic)	Included	
Web administration	Included	
Reporting Capabilities	Included	
Section 125 Document Fee	Included	
Non-Discrimination Testing	Included	
Rate Guarantee	09/30/2024	

10. Response Form - COBRA

A. Please fill this form out if you are providing a quote for COBRA coverage.

COBRA Coverage	Current Plan Design	Proposal Plan Design
Dedicated Account Manager		
Electronic Eligibility File Feeds (Additional Fees)		
Web Administration		
Payment Options for COBRA Participants		
Initial Rights Notice to New Hire (Rate Per Notice)	Included	
Initial Notice to ALL Employees (Rate Per Notice)	\$2	
Qualifying Event Notices (Rate Per Notice)		
Cost per packet for printed Open Enrollment Kits	\$15	
Implementation Fee	Included	

Renewal Fee	Included	
Takeover Fee		
Rate (PEPM Fee or Monthly Fee)	\$0.60	
Monthly Premium Minimum (if applies)	\$173	
Rate Guarantee	09/30/2024	

11. Questionnaire – Health Savings Account

A. Please fill out this table if you are providing a quote for a Health Savings Account

General Information	Proposed Plan Design
Administration fee if paid by account holder	
Administration fee if paid by employer	
Account setup fee	
Debit card daily spending limit	
Debit card additional/replacement	
Brokerage account fees	
Excess contribution adjustments	
Minimum balance	
Interest rate (subject to change)	
Account closure fee	
Wire transfer	
Investment fund options	
Investment threshold	
Customer Service	
Web Address	
Location	
HSA access at ATMs? (Y/N)	
HSA access at bank branches? (Y/N)	
HSA paper checks? (Y/N)	
HSA website for employers? (Y/N)	
Online employee enrollment (Y/N)	
HSA website for account holders? (Y/N)	
Rate Guarantee Period	

12. Response Form – Retiree Billing

A. Please fill this form out if you are providing a quote for Retiree Billing.

Administrative Services	Proposal Plan Design
Dedicated Account Manager	
Web Administration	
Participant Payment Notification	
Participant Payment Options	
Implementation Timeline	

Electronic Eligibility file Fees (Standard Files)	
Cost per packet for printed Open Enrollment Kits	
Implementation Fee / Set Up Fee	
Renewal Fee	
Termination of Services After 1 st Year	
Retiree Billing – Per Participant Per Month	
Monthly Minimum (if applies)	
Rate Guarantee	

5. 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.

6. 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.

7. 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.

8. Proposed Effective Date: October 1, 2024

9. Commissions

Proposals should include the following commission rates in the respective lines of coverage. 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	2%	\$83,000 annual cap
Dental	5%	\$6,000 annual cap
Vision	0%	
EAP	0%	
Basic Life w/AD&D	3%	Life Capped at \$3,000 / AD&D capped at \$1,000 (Annually)

Voluntary Life w/ AD&D	3%	Life Capped at \$3,000 / AD&D capped at \$1,000 (/Annually)
Employer Paid STD	3%	Capped at \$4,000 (Annually)
Employer Paid LTD	3%	Capped at \$3,000 (Annually)
FSA	0%	
COBRA	0%	
HSA	0%	
Retiree Billing	0%	

10. 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.

11. 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.

IV. 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.