

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** September 29, 2021

**Presenter's Name and Title:** Randy Cross, HR Director

**Prepared By:** Randy Cross, HR Director

**Temp. Reso. #7506,** APPROVING A THREE-YEAR AGREEMENT WITH THREE ONE-YEAR RENEWAL OPTIONS BETWEEN THE CITY AND HUMANA INSURANCE COMPANY FOR VISION INSURANCE SERVICES FOR CITY EMPLOYEES AND DEPENDENTS IN AN AMOUNT NOT-TO-EXCEED \$85,000 FOR CALENDAR YEAR 2022 AND AN AMOUNT NOT-TO-EXCEED \$267,000 FOR THE INITIAL TERM OF THE CONTRACT; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO EXECUTE ALL APPROPRIATE CONTRACT DOCUMENTS. Randy Cross, Director of Human Resources.

**Item Description:** The City provides vision insurance for its employees and their dependents. The City's current contract expires at the end of calendar year 2021. The City issued RFP No. 21-04-18 on April 20, 2021 and received five responses. A selection committee evaluated the responses and, after short listing and presentations, ranked Humana Insurance Company as the highest ranked, responsive and responsible proposer with an amount not-to-exceed \$85,000 for calendar year 2022. This cost is a complete pass-through cost for employees that elect to participate in the vision insurance program. The agreement is for a term of three years with three, one-year renewal options.

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk:**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_ in a \_\_\_\_ ad in the \_\_\_\_; by the posting the property on \_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_ feet of the property on \_\_\_\_  
(fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_, of the City Code and/or Sec. \_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** Funding for the contract is provided through employee payroll deductions.

**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7506**
  - **Exhibit A: Agreement with Humana Insurance Company**
  - **Attachment 1: RFP Vision Insurance Services 21-04-18 Scoring Sheet**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners  
**FROM:** *ve* Vernon E. Hargray, City Manager *ve*  
**BY:** Randy Cross, HR Director  
**DATE:** September 23, 2021  
**RE:** Temp. Reso. No. 7506, Employee Vision Insurance

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 7506, approving and authorizing the execution of an agreement between the City and Humana Insurance Company for employee vision insurance coverage.

**ISSUE:** City Commission approval is required to authorize a contract with Humana Insurance Company for vision insurance coverage for City employees and dependents.

**BACKGROUND:** The City provides vision insurance coverage for its employees and their dependents. The contract for the City's current provider of vision insurance, Eyemed, expires at the end of calendar year 2021. The City issued RFP No. 21-04-18 on April 20, 2021 and received five responses:

1. Aetna Life Insurance Company
2. Humana Insurance Company
3. Metropolitan Life Insurance Company (MetLife)
4. Solstice Benefits, Inc
5. Standard Insurance Company

Points were awarded for local preference to Aetna and Humana and none of the proposers were awarded points for CBE/SBE preference points. A selection committee comprised of City staff and union leadership evaluated the responses and, after short listing and presentations, ranked Humana Insurance Company as the highest ranked, responsive, and responsible proposer.

**DISCUSSION:** Staff negotiated a contract with Humana Insurance Company for a term of three years with three, one-year renewal options. The contract is a pass-through for City employees to participate in the program. Employees that elect vision insurance pay the full cost that has been negotiated with the provider. The amount is determined based upon the actual plan enrollment for each calendar year.

Staff negotiated the following items that are incorporated into the agreement:

- Diabetic Eye Care rider that will allow additional vision care and services at no cost to the eligible participant.
- Four-year rate guarantee with Humana Insurance Company.
- Onsite vision pop-up clinic at least twice per year, in partnership with the City's Employee Health and Wellness Center.
- Ask Humana days.
- Bi-annual home mailers reminding participants of their vision benefits at no cost to the City.
- Quarterly educational webinars at no cost to the City.
- Additional Buy-Up Plan will be offered alongside the current plan design for employees who need or desire a plan with higher benefits.
- Lower bi-weekly premium for employees on the matched plan design.

The final negotiated rate for calendar year 2022 is an amount not to exceed \$85,000. The anticipated amount not-to-exceed for the initial term of the agreement is \$267,000. The annual calendar amount will be included in the annual budget process.

Temp. Reso. No. 7506  
9/20/21  
9/22/21

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A THREE-YEAR AGREEMENT WITH THREE ONE-YEAR RENEWAL OPTIONS BETWEEN THE CITY AND HUMANA INSURANCE COMPANY FOR VISION INSURANCE SERVICES FOR CITY EMPLOYEES AND DEPENDENTS IN AN AMOUNT NOT-TO-EXCEED \$85,000 FOR CALENDAR YEAR 2022; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO EXECUTE ALL APPROPRIATE CONTRACT DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City provides vision insurance coverage for its employees and their dependents; and

**WHEREAS**, the contract for the City's current provider of vision insurance, Eyemed, expires at the end of calendar year 2021; and

**WHEREAS**, the City issued RFP No. 21-04-18 on April 20, 2021 and received five responses; and

**WHEREAS**, a selection committee evaluated the responses and, after short listing and presentations, ranked Humana Insurance Company as the highest ranked, responsive and responsible proposer; and

**WHEREAS**, staff and Humana Insurance Company negotiated a contract for a term of three years with three, one-year renewal options; and

Reso. No. \_\_\_\_\_

Temp. Reso. No. 7506  
9/20/21  
9/22/21

**WHEREAS**, the negotiated a contract with Humana Insurance Company is for a term of three years with three, one-year renewal options the amount-not-to exceed for calendar year 2022 is \$85,000 with a total amount not-to-exceed for the initial term of the contract of \$267,000; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the agreement with Humana Insurance Company attached hereto as Exhibit "A", and to authorize the Human Resources Director to execute all appropriate contract documents with Humana Insurance Company.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That the agreement between the City and Humana Insurance Company for a three-year term with three, one-year renewal options, which provides for a total annual premium cost in the amount not-to-exceed \$85,000 for calendar year 2022, and future calendar year amounts covered under this agreement will be included as part of the annual budget process, attached hereto as Exhibit "A", are approved.

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9/22/21

**Section 3:** That the Human Resources Director is authorized to execute all appropriate contract documents, with such non-substantial changes deemed necessary and approved as to form and legal sufficiency by the City Attorney, and the appropriate officials are authorized to do all things necessary and expedient, in order to carry out the aims of this Resolution.

**Section 4:** That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 7506  
9/20/21  
9/22/21

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Vice Mayor Yvette Colbourne  
Commissioner Alexandra P. Davis  
Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reso. No. \_\_\_\_\_

Exhibit A

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF MIRAMAR**  
**AND**  
**HUMANA INSURANCE COMPANY**  
**FOR**  
**VISION INSURANCE SERVICES**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and \_\_\_\_\_, a \_\_\_\_\_ corporation or individual with principal business address located at \_\_\_\_\_ (hereinafter referred to as "Contractor").

**WHEREAS**, on \_\_\_\_\_, the City issued Request for Proposals No. 21-04-18 ("RFP") for "Vision Insurance Services" (the "Services"); and

**WHEREAS**, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, whose Proposal was most advantageous to the City; and

**WHEREAS**, on \_\_\_\_\_, 2021, through adoption of Resolution No. \_\_\_\_\_, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:



## **SECTION 1**

### **RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.

## **SECTION 2**

### **SCOPE OF SERVICES**

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP attached hereto as Exhibit "A", e Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents, or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

## **SECTION 3**

### **COMPENSATION**

3.1 City agrees to pay Contractor a fee for the Services as outlined in Section 3-3 of the RFP and the Proposer's proposal and any negotiated changes agreed upon as outlined in Exhibit B.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar  
ATTN: Accounts Payable  
2300 Civic Center Place, Miramar, FL 33025  
Telephone: 954-602-3058  
Email: [apinvoices@miramarfl.gov](mailto:apinvoices@miramarfl.gov)

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the claim information, the Services performed, and the authorization for the Services provided. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services.

#### **SECTION 4** **TERM OF AGREEMENT**

- 4.1 The term of this Agreement shall be for a period of three years and shall commence upon the date this Contract is executed by both parties, with the option to renew for three additional one-year terms.
- 4.2 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days for a maximum total of 180-days.

#### **SECTION 5** **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar day's written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon 30 calendar day's written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

## **SECTION 6**

### **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

## **SECTION 7**

### **INDEMNIFICATION**

- 7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.
- 7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

## **SECTION 8**

### **INSURANCE**

- 8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.
- 8.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):
1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
  2. Professional Liability (Errors and Omissions) Insurance: \$1,000,000 per accident for bodily injury by accident or disease.
  3. Workers' Compensation: Statutory.

**8.3 Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement for Commercial General Liability against the City for loss, damage, claims, suits or demands, regardless of how caused:
  - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
  - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required Commercial General Liability insurance policy to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in the Contractor's Commercial General Liability policy. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

**8.4 ALL INSURANCE COMPANIES PROVIDED SHALL:** The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

**8.5** All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

**SECTION 9**  
**NOTICE**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**FOR CONTRACTOR:**

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**FOR CITY:**

City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3115

**With A Copy to:**

Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311  
Tel: 954-768-9770  
Fax: 954-768-9790

**SECTION 10**  
**PUBLIC RECORDS**

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY, with the exception of all claims and related information. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

#### **SECTION 11** **SCRUTINIZED COMPANY**

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List,

or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

## **SECTION 12** **MISCELLANEOUS**

12.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

12.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

12.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

12.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

**SECTION 13**  
**AUDIT AND INSPECTION RIGHTS**

13.1

13.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

13.3 Should an independent review of the methodology used to complete the study reveal inadequate methodologies to have been used which are not consistent with current legal renderings, the selected Proposer agrees to make necessary modifications and conduct any subsequent work necessary to achieve study adequacy and appropriateness at no additional cost to the City.

**SECTION 14**  
**AGREEMENT, AMENDMENTS AND ASSIGNMENT**

14.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

14.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

14.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

**SECTION 15**  
**E-VERIFY**

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.



## **SECTION 16**

### **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

## **SECTION 17**

### **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

## **SECTION 18**

### **HEADINGS, CONFLICT OF PROVISIONS,**

### **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

## **SECTION 19**

### **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

**SECTION 20**  
**SURVIVAL**

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

**SECTION 21**  
**ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral

**SECTION 22**  
**JOINT PREPARATION**

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

**SECTION 23**  
**COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its \_\_\_\_\_, attested to and duly authorized to execute same.

**CITY**

ATTEST:

CITY OF MIRAMAR

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

By: \_\_\_\_\_  
Vernon E. Hargray, City Manager

This day \_\_\_\_ of \_\_\_\_\_, 2021

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

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**CONTRACTOR**

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

# **REQUEST FOR PROPOSALS**

## **VISION INSURANCE SERVICES**

**RFP No. 21-04-18**



**The City of Miramar City Commission:**

**Mayor Wayne M. Messam  
Vice Mayor Yvette Colbourne  
Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Commissioner Alexandra P. Davis**

**Vernon E. Hargray, City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025**

**DATE ISSUED: Thursday, April 22, 2021**

**CLOSING DATE AND TIME: Thursday, May 27, 2021  
AT 2:00 P.M. EST**

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# INTRODUCTION

## INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

DUE TO THE COVID-19 PANDEMIC, ALL PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA E-MAIL TO [bids@miramarfl.gov](mailto:bids@miramarfl.gov) OR VIA THE E-BIDDING MODULE ON DEMANSTAR AT [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM)

### **PROPOSALS DELIVERED IN PERSON OR MAILED TO THE CITY WILL NOT BE ACCEPTED.**

1. Proposers can submit proposals via demandstar e-bidding module at [www.demandstar.com](http://www.demandstar.com) Please see Section 1-2 for information on how to register with Demandstar
2. Please note the following instructions when submitting proposals **via e-mail**:
  - a. The subject of the e-mail must contain the solicitation number and the company's name as follows RFP 21-04-18 -Company Name. (Please do not use special characters in the subject line).
  - b. Submittals will be limited to the allowable size of an e-mail. Proposals that are large must be broken up in parts and labeled accordingly. Firms submitting a proposal in multiple e-mails must indicate this in the subject of the e-mail as follows RFP 21-04-18 – (Company Name) – PART 1 and the subject for the second e-mail must be RFP 21-04-18– (Company Name) – PART 2 etc.
  - c. An automatic confirmation e-mail will be sent for each e-mail received. If confirmation e-mail is not received after submitting proposal, please contact the Procurement Contact before the due date and time of the solicitation.
  - d. All Proposals must be submitted on 8 ½-inch by 11-inch paper, neatly typed with one-inch margins and single-line spacing.
  - e. Proposals submitted at the same time for different solicitations must be e-mailed separately with the appropriate solicitation number and subject line information.

**PLEASE NOTE THAT ONLY E-MAILS RECEIVED WITH PROPOSALS ATTACHED or SEALED BIDS SUBMITTED VIA DEMANDSTAR ON OR BEFORE THE DUE DATE AND TIME OF:**



# THURSDAY, MAY 27, 2021 AT 2:00 P.M. EST

**WILL BE ACCEPTED. SUBMITTING A PROPOSAL IS SOLELY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE POSTAL SERVICE, INTERNET OR TECHNICAL DIFFICULTIES OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED.**

**TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.**

Proposals must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship on behalf of the Proposer. 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 and/or provide the required Goods at the price stated by the Proposer.

**WEBEX OPENING OF PROPOSALS:** Due to the COVID-19 Pandemic, the City will conduct opening of proposals received virtually on May 27, 2021 at 2:30 P.M. Webex instructions are as follows:

## **Meeting Link**

<https://miramarfl.webex.com/miramarfl/j.php?MTID=mc19fe1865f3adee2aea79de4755bfda0>

## **Join by phone**

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Meeting Access Code 160 912 5028

# **SECTION 1**

## **GENERAL TERMS AND CONDITIONS**

### **1-1 DEFINITIONS**

The term "Best and Final" shall refer to a responsive proposal that contains a proposer's most favorable terms for price, services and products to be delivered.

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract or Contracts that may result from this Request for Proposals.

The terms "CBE Firm" or "SBE Firm" shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "FCBE Firm" shall refer to a business that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable.

The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

The term "Local Business" shall refer to a contractor who has a business location within Miramar, is in compliance with all City licensing requirements, and is current on all City taxes.

The term "Procurement Office" shall refer to the Procurement Department of the City.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term "Proposal Forms" shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms "Proposer" or the "Firm" shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", "RFP" or "Solicitation" shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and any amendments/ addenda thereto issued by the Procurement Department.

The term "Specifications" shall refer to any and all requirements set forth in this Solicitation relating to the Goods and/or Services to be provided by the Successful Proposer.

The term "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

## **1-2**

### **AVAILABILITY OF REQUEST FOR PROPOSALS**

The City uses Demandstar platform to distribute solicitations and accept proposals and bids through e-bidding. Vendors that choose to access solicitations and submit responses to solicitations via Demandstar must register their business with DemandStar by completing registration online at [www.demandstar.com](http://www.demandstar.com) or by calling (866) 273-1863.

DemandStar charges a nominal fee for distribution of solicitation packages and distributes the City's solicitations through electronic download, by facsimile, or through the U.S. Postal Service.

Registration with DemandStar is optional and at the sole discretion of the Proposer. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation and can obtain a copy of the solicitation by contacting the City's Procurement Office.

To request the Solicitation from the City's Procurement Office, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and fax number and e-mail address.

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Office run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of Firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

**Note: Vendors that are registered with DemandStar to receive solicitations from agencies in Broward County does not require a separate registration to receive solicitations from Miramar.**

### **1-3**

#### **CONE OF SILENCE**

Proposers are notified that this Solicitation is subject to a "Cone of Silence." Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances ("Code"), "Cone of Silence" is defined to mean a prohibition on any communication regarding this RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

The Cone of Silence shall be imposed upon each request for proposal, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received.

This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

### **1-4**

#### **INTERPRETATIONS AND REPRESENTATIONS**

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7(b) below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See *also* Section 1-5 below.

### **1-5**

#### **RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS**

It is the Proposer's responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be **emailed** to the City's Procurement contact:

Procurement Department  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025  
Natalie Richmond  
Procurement Analyst  
Phone: (954) 602-3196  
Fax: (954) 602-4357  
narichmond@miramarfl.gov

**OR**

Sally Phanor  
Procurement Specialist  
Phone: (954) 602-3134  
[sphanor@miramarfl.gov](mailto:sphanor@miramarfl.gov)

## **1-6**

### **PRE-PROPOSAL CONFERENCE (NON-MANDATORY)**

A NON-MANDATORY Pre-Proposal conference will be held on **May 4, 2021 at 11:00 AM**. Due to the COVID-19 Pandemic this pre-proposal conference will be conducted virtually via Webex. Please see below the information to join the conference.

#### Meeting Link

<https://miramarfl.webex.com/miramarfl/j.php?MTID=mdd44530823243de173714a89c6040418>

#### Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Access Code 160 241-1449

#### Join from a video system or application

Dial [1602411449@miramarfl.webex.com](tel:1602411449)

You can also dial 173.243.2.68 and enter your meeting number.

#### Join using Microsoft Lync or Microsoft Skype for Business

Dial [1602411449.miramarfl@lync.webex.com](tel:1602411449)

**Please note that all questions and request for clarifications about this RFP must be submitting in writing to the Procurement contact listed above by May 6, 2021.**

**CONTENTS OF SOLICITATION**

## a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

## b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above, pursuant to Sections 1-4 and 1-5 above by the due date for requests for clarification. The request shall contain the requester's name, address, and telephone number.

2) The City's Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

3) It is the Proposer's sole responsibility to ensure receipt of all amendments/addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all amendments/addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposals.

## c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last amendment/addendum issued; the Specifications or Scope of Services; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict in the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify

the Due Date and Time by calling the City's Procurement Office at (954) 602-3053.

## **1-8**

### **PREPARATION AND SUBMISSION OF A PROPOSAL**

a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Vendor registration is not required.

c) Criminal Conviction Disclosure.

Any individual Proposer who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity 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 entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

e) Preference for Local Bidders.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

f) Preference for Businesses Employing Miramar Residents.

A vendor located outside of the City limits is considered equivalent to a City vendor and accorded the same preference if it employs a minimum of ten (10) full time equivalent ("FTE") City residents or City residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Preference for CBE, SBE and FCBE Firms.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a CBE, SBE or FCBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

h) Application of Preferences.

In the application of any price preference granted by the City Code or City policy, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.



i) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-456(d) of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two (2) or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT.**"

j) Anti-Kickback Affidavit.

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT.**"

k) Non-Collusion Declaration.

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Services. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION.**"

l) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT.**"

m) Business/Vendor Profile Survey.

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

- n) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

- o) Antitrust Laws.

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

- p) Conflicts of Interest.

The award of a Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

- q) Collection of Fees and Taxes.

By accepting the award of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

## **1-9**

### **MODIFICATION OR WITHDRAWAL OF A PROPOSAL**

- a) Modification of a Proposal

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope or container shall contain the same information as required for submitting the original Proposal. In addition, the envelope or container shall be marked with a statement that "This Proposal Replaces the Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

- b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of a Contract being made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this

Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

#### **1-10**

### **LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time and prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

#### **1-11**

### **SOLICITATION POSTPONEMENT OR CANCELLATION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

#### **1-12**

### **COST OF PROPOSALS**

All expenses involved with the preparation and submission of Proposals to the City, or any Services provided in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or made by the Proposer(s) prior to the provision of Services as defined by a contract duly approved by the City Commission.

#### **1-13**

### **ORAL PRESENTATIONS**

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

#### **1-14**

### **EXCEPTIONS TO THE SOLICITATION**

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one (1) Proposal without exceptions and an alternate Proposal with exceptions.

#### **1-15**

#### **PROPRIETARY AND/ OR CONFIDENTIAL INFORMATION**

- a) Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law." Any person wishing to view the Proposals in person may make an appointment by calling the Procurement Office at (954) 602-3053.
- b) All Proposals submitted in response to this Solicitation become the property of the City. Unless the City is notified and acknowledges that the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City's best interest. Acceptance or rejection of any Proposal shall not nullify the City's rights hereunder.

#### **1-16**

#### **EVALUATION OF PROPOSALS**

- a) Rejection of Proposal.
  - 1) The City may reject any Proposer's Proposal, and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.
  - 2) The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."
  - 3) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

- b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

- c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in any response to this Solicitation other than the timeliness of the response.

d) Demonstration of Competency.

- 1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services required by this Solicitation.
- 2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity.
- 3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.
- 4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

**1-17**

**NEGOTIATIONS**

- a) The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate contract negotiations and to negotiate same with the next highest evaluation scoring, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from such negotiations until a Contract acceptable to the City has been awarded and executed.
- b) To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be

permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

1-18

## AWARD OF CONTRACT(S)

a) Contract(s).

This RFP contains the form of **“AGREEMENT” to be entered into between the City and the Successful Proposer**. After award, a Contract similar to the Agreement in this RFP, inclusive of all attachments and any modifications which the City ***in its sole discretion may make***, will constitute the entire agreement between the parties. No rights shall inure to the benefit of any Proposal pursuant to this RFP until the Agreement has been executed by both parties thereto..

b) Additional Information.

The award of a Contract may be preconditioned on the subsequent submission of other documents specified in the Specifications. The Successful Proposer shall be deemed “Non-Responsive” if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed “Non-Responsive” as a result of such failure to provide the required documents, the City may award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.

c) Independent Contractor.

The Successful Proposer shall be a contractor operating independently from the City. All employees and contractors of the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer, under the Successful Proposer’s sole discretion, and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Proposer enjoy any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits available to employees of the City. The Successful Proposer shall supply competent and physically capable employees and contractors. The City may require the Successful Proposer to remove any employee or contractor the City deems careless, incompetent, insubordinate, or otherwise objectionable and/or whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension.

The City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions beyond the first 180-day

extension may occur if approved by the City Commission, with the mutual agreement of the City and the Successful Proposer.

e) Limited Contract Extension.

Any specific work assignment which commences prior to the termination date of any Contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of the Contract. The City is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the highest evaluation scoring, responsive, responsible Proposer meeting the Specifications.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract awarded does not create the exclusive rights of the Successful Proposer to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

## **1-19**

### **RIGHT TO APPEAL AWARD RECOMMENDATION**

- a) After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five (5) business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

- b) A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

<b>Contract Award</b>	<b>Protest Filing Fee</b>
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

## **1-20**

### **RESULTING CONTRACTOR OBLIGATIONS**

- a) Rules, Regulations, Licensing, and Other Requirements.

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

- b) Condition of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

## **1-21**

### **REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS**

All Contracts with the City for the purchase of supplies, materials, or Services, including professional Services that involve the expenditure of \$25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

All Proposers shall submit the completed Proposal form entitled "**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL "NON-RESPONSIVE."**



**1-22**

**OTHER AGENCIES (PIGGYBACK CLAUSE)**

The successful Proposer(s) from this RFP may permit any other municipality or government agency to contract with the Proposer under the same prices, terms, and conditions of the Agreement entered into with the City. Any other agency that chooses to piggyback the terms and conditions of this contract shall do so independently and shall be responsible for its own purchases.

## SECTION 2 SPECIFIC TERMS AND CONDITIONS

### 2-1

#### **PURPOSE: TO ESTABLISH A CONTRACT BETWEEN A PROVIDER AND THE CITY OF MIRAMAR FOR VISION INSURANCE SERVICES**

The purpose of this Solicitation is to establish a contract for the Services specified herein from an entity or entities that will provide prompt and professional Service. Specifically, the purpose is to select a Provider for Vision Insurance Services in accordance with the terms, conditions, and Scope of Services contained in this RFP.

The City is requesting Proposals from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Proposer", to provide the Services for the City.

### 2-2

#### **SOLICITATION TIMETABLE**

The anticipated schedule\* for this Solicitation and the award of the Contract shall be as follows:

<b><u>Milestone</u></b>	<b><u>Timeframe</u></b>
RFP Issuance.....	Thursday, April 22, 2021
Pre-Proposal Conference (Non-Mandatory) .....	Tuesday May 4, 2021 at 11:00 AM
<b>(Due to the COVID-19 Pandemic the pre-proposal conference will be conducted virtually. Please see Section 1-6 for details to attend meeting)</b>	
Deadline for Clarification Questions.....	Thursday, May 6, 2021
<b>Proposals Due to City.....</b>	<b>Thursday, May 27, 2021 by 2:00 PM EST</b>
Final Ranking of Proposers	TBA
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

**\*Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

### 2-3

#### **TERM OF CONTRACT**

The term of the contract resulting from this solicitation shall be for a period of three years and shall commence upon the date a Contract is executed by both parties, or if provided, the commencement date specified in the Contract, with the option to renew for three additional one-year terms.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90 day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, an additional 90 days for a maximum of 180 days for any Contract entered into

by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

## **2-4**

### **METHOD OF AWARD**

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City, taking into consideration price and the other evaluation factors set forth in this Solicitation.

## **2-5**

### **METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED**

The Successful Proposer(s) shall submit fully documented invoices within 30 calendar days after Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

## **2-6**

### **CONTENTS OF PROPOSAL**

The contents of the Proposal shall be as required by this RFP, including the information required in **Section 3** below.

## **2-7**

### **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

## **2-8**

### **ACCEPTANCE OF SERVICES BY THE CITY**

The Services shall be performed by the Provider consistent with the highest professional standards. Any Services not provided as required shall be corrected by the Provider to the extent possible at no cost to the City.

**2-9****POINT OF CONTACT**

For any additional information regarding the Scope of Services and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025  
Natalie Richmond  
Procurement Analyst  
Phone: (954) 602-3196  
Fax: (954) 602-4573  
narichmond@miramarfl.gov

OR

Sally Phanor  
Procurement Specialist  
Phone: (954) 602-3134  
sphanor@miramarfl.gov

**2-10****ACCEPTANCE OF CREDIT CARDS**

The City of Miramar has implemented a Purchasing Card (P-Card) Program. Vendors must have the capability to accept credit cards for payments or must be willing to take the necessary steps to have the capability to accept credit cards prior to the implementation of this agreement as the City may opt to use the P-Card (SunTrust Mastercard) as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Contractors shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.

## **SECTION 3**

### **SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENT OF PROPOSAL**

#### **3-1**

##### **PURPOSE AND INTENT OF REQUEST FOR PROPOSALS**

The City of Miramar Human Resources Department is seeking a qualified and responsible insurance carrier to provide vision insurance services to employees, dependents, and retirees of the City of Miramar. The successful proposer will offer a comprehensive vision benefit program with a preferred provider network, competitive rates, a high level of customer service and other benefits. The intent of this solicitation is to provide the City of Miramar employees with the best value of benefits, access to quality care, highly ranked practitioners, and competitive rates.

In addition to the standard services expected of vision insurance carriers, the selected proposer's is also expected to include participating in employee open enrollment meetings, communicate with the employees and their eligible family members about the services available at its own cost.

The successful proposer will be expected to attend and provide representation at the City's annual "Benefit Fair" and open enrollment sessions.

#### **3-2**

##### **CITY AND PROJECT BACKGROUND**

The City is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City has experienced unprecedented growth over the past several years, with an increase in population from 72,739 in 2000 to approximately 140,328 residents to date. The City's infrastructure, residential, commercial, and economic development has also increased at an explosive pace during the same period. The City is a long and narrow city, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

The City of Miramar offers its employees a comprehensive health and welfare program that includes group medical, dental, vision, life & AD&D, long term disability and supplemental insurance products. The City employs approximately 1,100 employees. Some employees are represented by different unions with different benefit levels and or contributions. Covered groups will include active employees, and their eligible dependents.

The City is in the last year of a 5-year contract with Eye Med Vision for a vision services plan. The plan is voluntary, but members understand the value of eye health and participation levels are significantly high.

### 3-3

## SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

The Successful Proposer shall:

1. Provide a description of the Proposer's customer service representatives, claims staff, and any other staff with a description of their customer service and claims experience and credentials or licensure.
2. Provide a description of the Proposer's entire claims process, including an explanation of the claim notification and the claim submission procedures through to the final resolution of the claim.
3. Include an electronic copy of all forms, including the Explanation of Benefits, utilized by the Contractor for this process on a CD or flash drive. The Proposal shall demonstrate that the Proposer's organization has guidelines and procedures to assure that claims and benefits payments are processed in a timely and accurate manner.
4. Offer enhancements, including performance measures or reporting, to claim processing and reporting that would better serve the City. The Proposal shall indicate which enhancements, if any, are included within the Cost Proposal or the amount of an additional charge associated with the enhancement.
5. Cover all eligible groups as identified in the Scope of Services. For this solicitation, the eligible groups are active employees, GAME Union, PBA, nonunion employees, COBRA participants and their eligible dependents.
6. Accept employee and dependent eligibility as defined and determined by the City.
7. Cover Over Age Dependents until the end of the calendar year in which the dependent turns age 30.
8. Agree that employees leaving City employment can continue coverage through COBRA based on Federal guidelines.
9. Provide quarterly utilization reports to assist with future planning. A detailed annual report should be prepared each year.
10. Agree that Employees and dependents losing coverage due to an employee's qualifying event can continue coverage through COBRA, based on Federal COBRA guidelines.
11. Agree that the City will not guarantee a minimum number of participants.
12. Agree to a premium rate guarantee for the initial three-year term of the contract.
13. Agree that the City of Miramar will award a contract under this RFP directly to the carriers or companies that provide the requested services and will require a signature from an

authorized representative with the authority to commit the carrier or company to all requirements of the RFP. Plan analysis and current experience reports will accompany renewal, providing explanation of proposed rate action.

14. Hold an annual open enrollment with no late entrant provisions/penalties to future enrollees regardless of initial selection.
15. Have City Benefits Manager or designee approve in advance, and in writing, all employee communications prior to disseminating by any method (print, electronic, web, etc.) to employees.
16. Provide minimum of one person to attend all annual open enrollment benefit fairs/meetings (estimated to be approximately 8 to 10 on-site meetings over a two-week period) and provide wellness and preventative care sessions to employees. Meeting schedule will be set by the City.
17. Update eligibility data within three (3) business days from receipt of such data.
18. Notify the City of any issues arising within one (1) business day from the time of the data upload.
19. Accept COBRA eligibility files and remittance from Third Party Administrator, currently Benefits Outsource Inc.
20. Retain all fiduciary responsibilities including but not limited to responsibility for all appeals.
21. In the event of any claim or suit filed against the Selected Proposer for decisions rendered on behalf of the City, shall defend itself at its own expense and shall indemnify and hold harmless the City for any such expenses, including, but not limited to, all litigation costs and expenses.
22. Notify the City of any change in its financial rating by the A.M. Best rating service, the Standard & Poor's rating service, or any other industry rating service by which it is rated. Notification of such change shall be delivered by certified mail to the City no later than 3 business days after the Selected Proposer has been apprised of such change.
23. Adhere to generally accepted standards (as suggested by the National Committee for Quality Assurance "NCQA") for the consideration and credentialing of providers in its networks.
24. Perform a Geo Access analysis on no less than an annual basis and make reasonable efforts to contract with additional providers where minimum access standards are met.
10. In the event of any claim or suit filed against the City for decisions made by the City in reliance upon the decisions of the Selected Proposer or for any wrongful or negligent acts or omissions of the Selected Proposer, its employees, and its sub-carriers the Selected Proposer shall hold harmless and indemnify the City, its employees, agents, and

successors from all liability and expenses (including attorney's fees) and shall, at its own expense, fully cooperate with the City by providing any Information or testimony necessary for the defense of such claim or suit. This assistance may include but not be limited to, providing all information in its possession including books, records, and documents, which may be relevant to the defense of any such claim subject to HIPAA requirements.

25. Accept electronic file transfers from the system of record used by the City of Miramar during open enrollment and as frequently as required for new enrollments, payroll, etc.
26. Have significant experience administering claims and providing similar services listed in this RFP with groups of 900 employees or more.
27. Have enough provider networks in areas in which City employees and retirees reside. Employees and out-of-area dependents shall have significant access to providers and should be covered based on the same plan design as in-area participants. The network for the proposed plan should include a national network of providers while maximizing discounts to the plan.

### **3-4**

#### **MINIMUM QUALIFICATIONS:**

Proposers shall:

1. Be a Florida licensed Health Insurance Company, or any entity allowed under Florida Statutes to provide vision plans in the State of Florida.
2. Be licensed to transact the appropriate insurance and administrative products for at least 5 years in the State of Florida (and all subcontractors if applicable).

### **3-5**

#### **MANAGEMENT AND PERSONNEL**

The Proposer shall include the following information in the Proposal:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
  - a. Age and size of the firm and local office.
  - b. Location of the office where the work on this Project is to be performed.
  - c. Number and nature of the staff to be assigned to this Project on a full-time basis (resumes are preferred).
  - d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).
2. Identify staff who will be assigned to the City's account as primary account manager, claims manager, medical only adjuster, lost-time adjuster, litigation adjuster and nurse



case manager and indicate whether each holds any certifications and licenses applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project. Proposer should note whether employees or subcontractor employees.

3. The Successful Proposer must provide details of any legal challenges experienced within the last five (5) years to any written examination, oral review boards, or scenario-based assessment centers. Documents must provide the full legal summary and resulting judgments or disposition.
4. Proposer must be operating as the same business entity for a minimum of 5 years and have been successful in the business of all aspects of vision insurance and administrative services including staffing, training, software and hardware continuously for a minimum of five (5) years.
5. Proposer must submit a total of five (5) Reference Questionnaires (See Section 5) completed and signed. This must include three (3) references from current clients and two (2) references from former clients. References must be comparable in size and nature to the City of Miramar (Government References are preferred).

### **3-6**

#### **SILENCE OF SCOPE OF SERVICES**

The apparent silence of the foregoing Scope of Services as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

### **3-7**

#### **PROPOSAL EVALUATION AND CRITERIA**

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. The selection committee may be comprised of any combination of City staff, consultants, or other non-City persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee. The scoring of the Proposals will be based on a point total and not a percentage factor. The selection committee will evaluate and score the Proposals received on the basis of the criteria and available points indicated below. The committee shall reserve the right to require one (1) or more oral presentation from one (1) or more of the Proposers, either before or after the initial scoring, and shall have the option to short-list and re-score after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation and other due diligence), completed reference checks or site visits. After the final scoring, again based on the criteria and points set forth below, Contract negotiations will be commenced with the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City. Should the City and such Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate negotiations and to negotiate with the next highest scoring firm, and to continue following this process until a

mutually acceptable Contract is reached. Once a mutually acceptable Contract is reached, the City Commission will then be asked to approve the award of the RFP and the successfully negotiated Contract.

<b>Evaluation Categories</b>	<b>Points</b>
A. Quality, Value and Member Service	25
B. Client Services	20
C. Provider Disruption and Access	20
D. Proposed Cost	25
E. References	10
F. City Local Preference	5
G. CBE/SBE Preference	<u>5</u>
<b>Total Points</b>	<b>110</b>

**Quality, Value and Member Service (Category A)** – Demonstrated ability to deliver high-quality services and preventive health programs to public agencies of similar size and/or scope based on past performance. The Service rating will be based upon the ability to deliver high-quality customer service to employees and their dependents, including availability of live customer service representatives and Web-based tools that help in determining benefit levels, decision support, Member education, and provider selection. Value added service provided by the carrier will also be considered along with the following:

- Ability to deliver the scope of service
- Premium rates
- Performance guarantees
- Multiple Year Rate guarantees

**Client Services (Category B)** – Administrative Support and Account Management and Service Team Ability to provide excellent administration support, and proactive and highly responsive Account Management services.

- The level of applicable administrative support services will be considered (claims processing, client services, billing and eligibility, contracts, enrollment, and firm's business operation, etc.).
- The Account Management and Service Team evaluation will be based on the quality and quantity of staff assigned to the City account necessary to deliver the services outlined in the scope of services.
- Ability to provide detailed utilization data.

- Ability to provide electronic files as part of the Patient Protection and Affordable Care Act (PPACA).

**Provider Disruption and Access (Category C)** – Ability to duplicate the current network and maximize employee access.

### **Scoring for Price/Fee Structure (Category D)**

Lowest Cost Proposal divided by Proposer “X” Cost Proposal times maximum available cost points = Proposer “X” Cost Score

Example:

Firm “A” cost proposal is \$10,000 and is the lowest cost proposal

Firm “B” cost proposal is \$15,000

Firm “C” cost proposal is \$20,000

Cost Points Available: 25

Calculation:

Firm “A”: Lowest price and receives 25 points

Firm “B”:  $(\$10,000)/(\$15,000) \times 25 \text{ points} = 16.67 \text{ points}$

Firm “C”:  $(\$10,000)/(\$20,000) \times 25 \text{ points} = 12.5 \text{ points}$

### **Scoring for References (Category E):**

Proposers must submit five (5) Reference questionnaires completed and signed by the company providing the reference (See Section 5) of which **three (3) must be from current clients and two (2) from former clients**. Each completed and signed Reference questionnaire that is satisfactory in ALL areas will receive 1/5 of the possible points allocated. If a questionnaire contains an area that is unsatisfactory, Proposer will not be awarded points for that reference questionnaire.

Example 1:

Firm “A” submits 5 Reference Forms and is satisfactory in all areas

$1/5 \times 5 \text{ (reference sheets)} \times 10 \text{ (total possible points)} = 10 \text{ points}$

Example 2:

Firm “B” submits 4 Reference Forms and is satisfactory in all areas

$1/5 \times 4 \text{ (reference sheets)} \times 10 \text{ (total possible points)} = 8 \text{ points}$

## CONTENT OF PROPOSAL

### Proposal Format

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. Proposers must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.

For each question asked in the RFP, Proposers shall provide in their Proposals the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables should be numbered and labeled clearly. The Proposal should be organized as follows:

Tab	Title
-	Proposal Signature Form
1	Executive Summary
2	Experience and Expertise
3	Resources and Methodology
4	References checks with other clients
5	Proposer Information
6	Exceptions and Deviations
7	Other Required Forms and Attachments
8	Cost Proposal
9	Addenda
10	Affidavits and Acknowledgements

Instructions relative to each part of the Proposal are defined in the remainder of this section.

Costs for the Proposer's recommendation(s) should be submitted on the Proposal Pricing Forms provided. Costs should include the complete costs for the solution, including travel and operating costs. Use additional pages as needed. See "Cost Proposal" below.

### **TAB 1: Executive Summary**

This part of the response to the RFP should be limited to a brief narrative, not to exceed two (2) pages, describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

#### Minimum Qualifications

- Be a Florida licensed Health Insurance Company, or any entity allowed under Florida Statutes to provide vision plans in the State of Florida.

- Be licensed to transact the appropriate insurance and administrative products for at least 5 years in the State of Florida (and sub-contractors if applicable).

## **TAB 2: Experience and Expertise**

Proposers must provide information about their firm so that the City can evaluate the Proposers' stability and ability to support the commitments set forth in the Proposal. Providers should include the following information in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts.
2. Privately-held companies wishing to maintain confidential financial information must provide information detailing the company's long-term stability. Please provide a current Dunn and Bradstreet report as part of the Proposal.
3. If the Proposer is proposing to use a Subcontractor on this Project, please provide background information on the Subcontractor, Proposer's relationship with that firm, and the specific Services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Provider at any time and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.
4. Include names of representatives, professional/work background and qualifications, with titles and areas of expertise, who will be directly responsible for this Project.
5. Describe the expertise of your staff/contractors in performing the types of Services requested in this RFP.
6. Provide information on Quality, Value and Member Service

## **TAB 3: Resources and Methodology**

1. Adequacy of amount of quality resources assigned to the Project.
2. Provide information on provider disruption and access and client services
3. Overall approach to Project.
4. Description of Services provided and approach to meeting goals and deadlines.

#### **TAB 4: References checks with other clients**

Proposer must submit a total of five (5) Reference Questionnaires (See Section 5) completed and signed by the company providing the reference. **This must include three (3) references from current clients and two (2) references from former clients.** References must be comparable in size and nature to the City of Miramar (Government References are preferred).

#### **TAB 5: Proposer Information**

The Provider must respond to the Provider Information Form in Section 5 of this RFP.

#### **TAB 6: Exceptions and Deviations**

If the Proposer finds it impossible or impractical to adhere to any portion of this Scope of Services and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation from adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer in submitting a Proposal will accept this stipulation without recourse. Also see the provisions of Section 1-12 above. Providers taking exceptions do so at their own risk.

#### **TAB 7: Other Required Forms and Attachments**

Place all other forms that have not been identified as associated with another tab, including attached questionnaire, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

#### **TAB 8: Cost/Revenue Proposal**

**Costs/Revenues** for the Proposer's recommendation(s) should be submitted on the Price Proposal Sheet Forms provided at Section 4 below. The Proposer shall provide price information for each separate component of the proposed Services.

In the event the Goods or Services are provided at no additional cost, the item should be noted as "no charge", or words to that effect.

In the event the Goods or Services are not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing/revenue alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall provide the rationale and basis of calculation of all fees.

Proposers shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

The City prefers that Proposers provide separate prices for each item in the proposed solution. However, the Proposer is also encouraged to present alternatives to itemized costs and discounts, such as bundled pricing, if such pricing would be advantageous to the City. Prices shall be guaranteed for the entire term of the Contract.

#### **TAB 9: Addenda**

Include all original, signed copies of addenda in this section.

#### **TAB 10: Affidavits and Acknowledgements.**

**The following forms are included in Section 5 below and must be completed and provided as part of any Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL “NON-RESPONSIVE.”**

##### **FORM CHECKLIST:**

- 1) \_\_\_ PROPOSAL COVER SHEET AND SIGNATURE FORM
- 2) \_\_\_ PRICE PROPOSAL SHEET
- 3) \_\_\_ PROPOSER INFORMATION FORM
- 4) \_\_\_ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
- 5) \_\_\_ DRUG-FREE WORKPLACE AFFIDAVIT
- 6) \_\_\_ ANTI-KICKBACK AFFIDAVIT
- 7) \_\_\_ NON-COLLUSIVE AFFIDAVIT
- 8) \_\_\_ NON-DISCRIMINATION AFFIDAVIT
- 9) \_\_\_ BUSINESS/VENDOR PROFILE SURVEY
- 10) \_\_\_ EXCEPTIONS AND DEVIATIONS FORM

**SECTION 4**  
**AGREEMENT**  
**BETWEEN**  
**THE CITY OF MIRAMAR**  
**AND**

---

**FOR**  
**VISION INSURANCE SERVICES**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and \_\_\_\_\_, a \_\_\_\_\_ corporation or individual with principal business address located at \_\_\_\_\_ (hereinafter referred to as "Contractor").

**WHEREAS**, on \_\_\_\_\_, the City issued Request for Proposals No. 21-04-18 ("RFP") for "Vision Insurance Services" (the "Services"); and

**WHEREAS**, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, whose Proposal was most advantageous to the City; and

**WHEREAS**, on \_\_\_\_\_, 2021, through adoption of Resolution No. \_\_\_\_\_, the City Commission approved the award of the RFP to Contractor and authorized negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

**SECTION 1**  
**RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.



## **SECTION 2**

### **SCOPE OF SERVICES**

This Agreement is subject to and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP attached hereto as Exhibit "A", the Contractor's Proposal submitted in response thereto as accepted by the City, and any subsequently negotiated changes to same, which documents, or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Scope of Services; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

## **SECTION 3**

### **COMPENSATION**

3.1 City agrees to pay Contractor a fee for the Services as outlined in Section 3-3 of the RFP and the Proposer's proposal (attached as Exhibit "B") and any negotiated changes agreed upon.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar  
ATTN: Accounts Payable  
2300 Civic Center Place, Miramar, FL 33025  
Telephone: 954-602-3058  
Email: [apinvoices@miramarfl.gov](mailto:apinvoices@miramarfl.gov)

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the claim information, the Services performed, and the authorization for the Services provided. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

## **SECTION 4**

### **TERM OF AGREEMENT**

- 4.1 The term of this Agreement shall be for a period of three years and shall commence upon the date this Contract is executed by both parties, with the option to renew for three additional one-year terms.
- 4.2 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days for a maximum total of 180-days.

## **SECTION 5**

### **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar day's written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon five calendar day's written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

## **SECTION 6**

### **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing

policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

## **SECTION 7** **INDEMNIFICATION**

- 7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.
- 7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

## **SECTION 8** **INSURANCE**

- 8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.
- 8.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):
1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
  2. Professional Liability (Errors and Omissions) Insurance: \$1,000,000 per accident for bodily injury by accident or disease.
  3. Workers' Compensation: Statutory.
- 8.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:
1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.

2. **WAIVERS OF SUBROGATION** - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
- a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
  - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and workers compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 **ALL INSURANCE COMPANIES PROVIDED SHALL:** Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

## **SECTION 9** **NOTICE**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

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FOR CITY:

City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3115

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311  
Tel: 954-768-9770  
Fax: 954-768-9790

**SECTION 10**  
**PUBLIC RECORDS**

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all

duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

#### **SECTION 11** **SCRUTINIZED COMPANY**

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

## **SECTION 12**

### **MISCELLANEOUS**

12.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

12.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

12.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

12.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

## **SECTION 13**

### **AUDIT AND INSPECTION RIGHTS**

13.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

13.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

- 13.3 Should an independent review of the methodology used to complete the study reveal inadequate methodologies to have been used which are not consistent with current legal renderings, the selected Proposer agrees to make necessary modifications and conduct any subsequent work necessary to achieve study adequacy and appropriateness at no additional cost to the City.

#### **SECTION 14** **AGREEMENT, AMENDMENTS AND ASSIGNMENT**

14.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

14.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

14.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

#### **SECTION 15** **E-VERIFY**

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

#### **SECTION 16** **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race,



age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

## **SECTION 17**

### **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

## **SECTION 18**

### **HEADINGS, CONFLICT OF PROVISIONS, WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

## **SECTION 19**

### **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

## **SECTION 20**

### **SURVIVAL**

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

## **SECTION 21**

### **ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral

**SECTION 22**  
**JOINT PREPARATION**

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

**SECTION 23**  
**COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its \_\_\_\_\_, attested to and duly authorized to execute same.

**CITY**

ATTEST:

CITY OF MIRAMAR

\_\_\_\_\_  
Denise A. Gibbs, City Clerk

By: \_\_\_\_\_  
Vernon E. Hargray, City Manager

This day \_\_\_\_ of \_\_\_\_\_, 2021

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

\_\_\_\_\_  
City Attorney  
Austin Pamies Norris Weeks Powell, PLLC

**CONTRACTOR**

WITNESSES:

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

**SECTION 5  
SUBMITTAL FORM  
PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 21-04-18 (Pre-Tab1)**

<b>PROPOSER'S NAME</b> (Name of firm, entity, or organization):	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	
<b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b>	
Name:	Title:
<b>MAILING ADDRESS:</b>	
Street Address: _____	
City, State, Zip: _____	
<b>TELEPHONE:</b>  ( _____ ) _____	<b>FAX:</b>  ( _____ ) _____
<b>PROPOSER'S ORGANIZATION STRUCTURE:</b>	
<b>EMAIL:</b> _____	
_____ Corporation    _____ Partnership    _____ Proprietorship    _____ Joint Venture    _____ Other (explain): _____	
<b>IF CORPORATION:</b>	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
<b>PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:</b>	
<b>LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:</b>	
<b>PROPOSER'S AUTHORIZED SIGNATURE:</b>	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

## **REFERENCE QUESTIONNAIRE for (Tab 4)** **CURRENT CLIENTS (3 REFERENCES)**

Reference For (Proposer's Name): \_\_\_\_\_

Agency Giving Reference: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Provide a reference for the above named firm by indicating below the level of satisfaction (Excellent, Good or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	<b>QUESTION</b>	<b>Satisfactory</b>	<b>Unsatisfactory</b>
1	How would you rate your experience with the carrier's ability to deliver quality insurance services and a strong provider network?		
2	How would you rate the experience of the firm's account management and customer services team?		
3	How would you rate the timeliness of the insurance carriers' ability to complete deliverables? i.e. renewals, claim reports, etc.		
4	How would you rate the carrier's overall quality of services?		
5	Would your agency use this carrier to provide insurance services again? (Circle One)	<b>YES/ Satisfactory</b>	<b>NO/ Unsatisfactory</b>

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*This form must be completed and signed by the person providing the reference.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY  
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

## **REFERENCE QUESTIONNAIRE (Tab 4)**

### **FORMER CLIENTS (2 REFERENCES)**

Reference For (Proposer's Name): \_\_\_\_\_

Agency Giving Reference: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	<b>QUESTION</b>	<b>Satisfactory</b>	<b>Unsatisfactory</b>
1	How would you rate your experience with the carrier's ability to deliver quality insurance services and a strong provider network?		
2	How would you rate the experience of the firm's account management and customer services team?		
3	How would you rate the timeliness of the insurance carriers' ability to complete deliverables? i.e. renewals, claim reports, etc.		
4	How would you rate the carrier's overall quality of services?		
6	Would your agency use this carrier to provide insurance services again? (Circle One)	<b>YES/ Satisfactory</b>	<b>NO/ Unsatisfactory</b>

Additional Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

# **PRICE PROPOSAL SHEET (Tab 9)**

## **COST OR PRICING DATA FOR PRICE PROPOSAL**

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

## PRICE PROPOSAL SHEET (Tab 9) (CONT.)

1. Proposers must match the current benefit plan offering as shown in Attachments to this RFP. Please Note that for purpose of evaluating this RFP, pricing provided to match the current benefit plan will be used for the award of points.

2. The City is also asking each carrier to propose alternative plan designs for the City to consider and offer a richer level of benefits at the \$130, \$150, and \$200 frame allowance level.

3. The City is currently in the market to solicit several benefit products for employees. Proposers that have the capability to respond to multiple solicitations to offer different products may also submit discount rate sheet(s) describing such discounts if they were to be the successful proposer to provide more than one product. These discount rate sheets must be submitted separately and sealed and labeled as such. Proposers will not be evaluated based on these proposed discounts and will be used in the process of negotiation if the proposer is the successful proposer.

Taxpayer Identification Number (TIN)

\_\_\_\_\_

PROPOSER: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS  
FORM SHALL DEEM YOUR PROPOSAL NON-RESPONSIVE**



## PROPOSER INFORMATION FORM (Tab 5)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? \_\_\_\_\_ years
- (2) State of Florida occupational license type and number: \_\_\_\_\_
- (3) County (state county) Business Tax Receipt type and number: \_\_\_\_\_
- (4) City of Miramar Business Tax Receipt type and number: \_\_\_\_\_

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE  
NECESSARY IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY  
OF MIRAMAR)

### PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?
- \_\_\_\_\_ yes \_\_\_\_\_ no

**(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)**

## Exceptions and Deviations Form (Tab 6)

### Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.** The City reserves the right to reject any Proposal for noncompliance with one (1) or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

---

Proposer's Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

## PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10a)

Please list all subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE / SBE/ FCBE Firms. Please specify the category for each subcontractor or supplier.

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Local Business \_\_\_\_\_ CBE Firm \_\_\_\_\_ SBE Firm \_\_\_\_\_ FCBE \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Local Business \_\_\_\_\_ CBE Firm \_\_\_\_\_ SBE Firm \_\_\_\_\_ FCBE \_\_\_\_\_

## PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (CONTINUED) (Tab 10a)

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Local Business \_\_\_\_\_ CBE Firm \_\_\_\_\_ SBE Firm \_\_\_\_\_ FCBE \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Local Business \_\_\_\_\_ CBE Firm \_\_\_\_\_ SBE Firm \_\_\_\_\_ FCBE \_\_\_\_\_

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY  
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

## **DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10b)**

### **FLORIDA STATE STATUTE 287.087**

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two (2) or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

**(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

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

---

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY  
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

## ANTI-KICKBACK AFFIDAVIT (Tab 10c)

STATE OF FLORIDA       }  
                                      }  
COUNTY OF BROWARD }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and \_\_\_\_\_ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me  
by means of ☐ physical presence or ☐ online notarization,  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year), by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

## NON-COLLUSIVE AFFIDAVIT (Tab 10d)

State of                    )  
                              ) ss:  
County of                )

I, \_\_\_\_\_, the undersigned authority, being first duly sworn, deposes and says that:

a)     He/she is the (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;

b)     He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c)     Such Proposal is genuine and is not collusive or a sham Proposal;

d)     Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e)     The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

## NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**



# NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

## ACKNOWLEDGMENT

State of                    )  
                                  ) ss:  
County of                )

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

**WITNESS** my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

## NON-DISCRIMINATION AFFIDAVIT (Tab 10e)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me

**by means of** ☐ **physical presence** or ☐ **online notarization**,

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year), by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

## BUSINESS/VENDOR PROFILE SURVEY (Tab 10F)

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Contact Person (Regarding This Form): \_\_\_\_\_

### Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

**Business is claiming the CBE/SBE Preference; YES \_\_\_\_\_ NO \_\_\_\_\_**

**Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.**

- ☐ A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise (FCBE).

**A copy of FCBE Certification must be attached to this form**

**Business is claiming local Business Preference YES \_\_\_\_\_ NO \_\_\_\_\_  
(Choose below as applicable)**

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

**Business Employing Miramar Residents Affidavit MUST be submitted with RFP**

### **Response.**

- ☐ Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.

**Attach a copy of a current Miramar Business Tax Receipt to this form.**

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Solicitation No. and Title: \_\_\_\_\_

By signing below, I hereby certify that Vendor has \_\_\_\_\_ total employees (in the company's local workforce Broward and Miami-Dade Counties), of which \_\_\_\_\_ are full time equivalent Miramar residents.

\_\_\_\_\_  
Signature Title Date

Sworn to (or affirmed) and subscribed before me

**by means of ☐ physical presence or ☐ online notarization,**  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year), by \_\_\_\_\_.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Sign name of Notary Public)

My commission expires: \_\_\_\_\_ (SEAL)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

**QUESTIONNAIRE**  
**WRITTEN RESPONSES MUST BE LESS THAN 200 WORDS**

1. Name of Parent Company, if any:
2. Identify service team:
  - a) Day to day contact
  - b) Underwriting
  - c) Billing
  - d) Overall account management
3. Will you provide customized employee communication material at no additional cost? If not, what is the additional cost?
4. What communication materials (i.e., I.D. cards) are provided to the employee to identify them as a member? Please provide a sample. Will you produce ID cards for mailing? How long will it take after receipt of a clean eligibility file?
5. What percentage of ophthalmologist/optometrist offices maintain the ability to dispense eyewear?
6. Indicate the types of services and supplies which will be provided at a discount to participants.
7. Are there circumstances in which a participant's selection of discounted eyewear is limited to a portion of the total supply? Please elaborate.
8. Is there a limit on the number of services or supplies which can be purchased at the discounted price?
9. Please provide electronic samples of monthly, quarterly, and annual reporting (i.e., premium, claims, and utilization).
10. What on-line services/functions will be made available to City of Miramar via the Internet?
11. The City of Miramar wishes to include a clause to the effect that, upon contract termination, the cost of any work required by a new administrator to bring records in unsatisfactory condition up to date shall be the obligation of your firm and such expenses shall be reimbursed by your firm. Do you agree to include these provisions in your contract?
12. How is image scanning used in your claims adjudication system?
13. Briefly describe the process you require to process eligibility information and what system requirements are needed. Confirm that you will accept electronic eligibility files.
  - a.) What are the required data elements for eligibility feeds from the City?
  - b.) What are your capabilities for loading and correcting data?
  - c.) Do you have the capability to enter corrections to eligibility records in real time?
  - d.) Please provide your desired eligibility file format/layout.
14. What percent of total claims are submitted to providers electronically?

15. Briefly describe your process for administering claims.
16. What is the percentage of claims processed?
17. What percentage of claims are processed without manual processing or human intervention?
18. Does your firm produce a newsletter specifically for public retirement plans or is the material produced for both public and private plans?
19. Discuss any technological improvements your organization has planned for 2021 (e.g., Internet related services, online eligibility, etc.) and the impact on enrolled Members.
20. Describe your capabilities and any restrictions related to the administration of COBRA for any plans you are awarded.
21. What are the most recent ratings for your company by the following: Please list the rating and the date of the most recent rating.
  - Standard and Poor's
  - A.M. Best
  - Moody's
22. Has there been any downgrade in your ratings in the last two (2) years?
23. If you are not rated by one or more of these organizations, please state so.
24. Describe any current or pending litigation involving your organization. Please confirm if any current or pending litigation(s) will not disrupt future business arrangements and operations.
25. Indicate if you expect any operational, systems or organizational changes with your company over the next twenty-four (24) months. Attach a high-level project plan.
26. Indicate what procedure your company requires when a subscriber elects' coverage for his/her dependents after the period during which he/she was originally eligible. In other words, how are "late entrants" treated?
27. What percentage of claims are paid at 100% of the frame allowance (where there is no copayment or out-of-pocket costs to the member) in your book of business?
28. Please clarify the progressive lenses coverage in detail for all types of progressive lenses. Provide the cost to member copayment and the suggested retail cost.
29. What is your referral process to an eye specialist, ophthalmologist or retina specialist? Please provide average time or these referrals.
30. Does the contract (ASO or fully insured) provide the City of Miramar the right to audit the performance of the plan and services provided?
31. Indicate what services, records and access will be made available to the City of Miramar at no additional charge.

32. Indicate frequency and notice requirements that are part of the right to audit provision.
33. Do you have the ability to allow for online corrections to eligibility records in real time?
34. How do you handle retroactive enrollment and cancellations?
35. Please provide your retroactive enrollment and termination policy including time limitations relative to processing retroactive eligibility adjustments.
36. Please provide the detailed rate development to support the rates in the proposal including claims cost, trend, retention, reserves, ACA fees, and all other components including the calculation of tiered rates. Indicate the factors used to set rates for the proposal, which should include Annual Trend Factor, Reserve Factor, and Margin as a percent of expected claims.
37. Explain the methodology and data to be used for the renewal process. How will projected incurred claims and expenses be estimated for these plans? Please include a sample rate renewal development worksheet.
38. Are you able to offer screenings at Miramar wellness events?
39. How are providers recruited?
40. What procedure must be followed if a participant or the City of Miramar requests a provider to be included in your network?
41. What is the annual turnover rate of the providers in your network?
42. What percent of providers in Broward County are at full capacity and will no longer accept new patients?
43. Can a participant receive an eye exam at one provider and the glasses/lenses from a different provider?
44. Are you able to provide special vision services such as Visual Display Terminal occupational coverage, safety lenses/eyewear, etc.?
45. Are there any special circumstances required for a participant to visit a network ophthalmologist? If so, please provide details and indicate whether preauthorization is required.
46. At the end of a client's contract, how is treatment in progress covered?
47. At the end of a participant's eligibility, how is treatment in progress covered?
48. How will complaints regarding quality/timeliness of care from participants or the client be handled?
49. How frequently do you perform patient satisfaction surveys? Please provide a copy of your most recent patient satisfaction survey results.
50. Is cost efficiency/effectiveness of participating providers measured? Describe the process used.

51. How is the quality of care, provided by each of your network providers, monitored?
52. What systems checks are in place to prevent fraud?
53. Indicate all services available to members through your website (include website address).
54. Please answer Yes or No on what services are performed in your basic/routine eye exam:

<b>Services</b>	<b>Yes</b>	<b>No</b>
Vision history		
Visual acuity		
General eye health		
Glaucoma testing		
Assess eye muscles		
Refraction		
Patient education		

55. Describe the coverage/selection for frames which is available to this client through your providers. (Discuss the quality of frames, variety of styles, ability to service all ages, consistency of frames between different provider offices)
56. What is the average size of inventory in your provider locations?
57. Describe the coverage/selection of eyeglass lenses available to this client from your network. Address single vision, bifocal, trifocal, glass, plastic, impact resistant, high refractive power lenses, high-index, blended bifocals, progressive bifocals, photochromic, tinted, antireflection, etc.
58. Describe the coverage/selection of contact lenses available to this client from your network. Indicate the type and extent of coverage for daily wear soft lenses, hard contacts, extended wear and disposable.
59. Describe in detail the implementation timeline assuming a January 1, 2021 effective date and include the assigned tasks for all parties.
60. Would you offer a dedicated toll-free phone number? Do you provide multilingual representatives that can speak language Spanish, Creole, and other languages?
61. Please confirm whether your customer service personnel are U.S. based. If so, please confirm you will provide enough notification to the City of Miramar should the customer service personnel ever be outsourced to another country.
62. What are your hours of operation?
63. What authority do customer service representatives have to resolve issues over the phone? Are customer service representatives authorized to make real-time claim payment adjustments?
64. Do you record customer service calls?



65. Can a Member leave a message at your member service line after working hours? If yes, what is the protocol for responding to that call?
66. Please define your process for handling issues that are not resolved in the initial call.
67. What is the name of your network(s)?
68. How often are contracts renewed with Network Providers?
69. Do you anticipate a significant change in the size or location of your network in the next year, which would impact this client's population?
70. How often are network directories updated?
71. Is your provider directory available on the internet? If so, at what web address? How often will revised directories be made available to the client?
72. State the number of member groups currently utilizing your network in the South Florida Tri county area of Broward Miami-Dade and Palm Beach County.
73. How many members does this represent?
74. Please provide average provider discounts of Usual, Customary and Reasonable (UCR) charges in the tri-county area of Broward, Miami and Palm Beach Counties for General Providers and Vision Specialists.
75. If a Provider drops/leaves your network, how are enrollees notified?
76. What procedures are in place to prevent a member from being overbilled or balanced billed by a participating provider or specialist?
77. Please provide National Network turnover for the last two (2) years.
78. Please include a GEOAccess report for each product that is included in your proposal. Please make sure that the GeoAccess reports match the total of participant counts based on current census data provided.

Standard for Definition of Access to Network Provider:

Optometrist: 2 in 10 miles for urban/suburban areas, 2 in 15 miles for rural areas

Ophthalmologists: 2 in 10 miles for urban/suburban areas, 2 in 15 miles for rural areas

79. Indicate the total number of providers for specialties listed below in the State of Florida, by County.

Number of Network Providers			
Area	Opticians	Optometrists	Ophthalmologists
<b>Florida</b>			
Broward County			
Miami-Dade County			
Palm Beach County			
<b>Total South Florida</b>			
<b>Total Florida</b>			
<b>Total Outside FL</b>			
<b>Grand Total</b>			

## **SECTION 6 ATTACHMENTS**

The following documents are attached to this RFP to provide additional information.

ATTACHMENT 1 - Vision Plan Design

ATTACHMENT 2 -Vision Rates

ATTACHMENT 3 - Employee Census

ATTACHMENT 4 – Top 10 Utilized Providers



**Date of Issuance: May 20, 2021**

**City of Miramar**

**Procurement Department**

**ADDENDUM No. 1**

For

**RFP No. 21-04-18**

**VISION INSURANCE SERVICES**

Proposers are hereby notified that this Addendum No.1 shall be attached to and made part of the above-named Request for Proposal ("RFP") issued on April 22, 2021.

This Addendum No. 1 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 1 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

**The Proposer shall acknowledge receipt of this Addendum No. 1 by including a signed copy of this form in each Proposal.**

This addendum consists of (1) page (s)

The due dates and time of the RFP are amended as follows:

1. The due date and time for the RFP is changed from Thursday, May 27, 2021 at 2:00 PM to **Thursday, June 17, 2021 at 2:00 PM**. Please refer to the RFP package for instructions on how to submit a proposal.

2. The Webex opening of proposals will be conducted on **Thursday, June 17, 2021 at 2:30 PM**. Please note that there are no changes in meeting link or access codes to join the meeting.

**ADDENDUM ACKNOWLEDGEMENT**

BY: \_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

COMPANY NAME: \_\_\_\_\_



**Date of Issuance: May 25, 2021**

**City of Miramar**

**Procurement Department**

**ADDENDUM No. 2**

**For**

**RFP No. 21-04-18**

**VISION INSURANCE SERVICES**

Proposers are hereby notified that this Addendum No.2 shall be attached to and made part of the above-named Request for Proposal ("RFP") issued on April 22, 2021.

This Addendum No. 2 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 2 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

**The Proposer shall acknowledge receipt of this Addendum No. 2 by including a signed copy of this form in each Proposal. (Please do not submit Attachments to this addendum in Proposal)**

This addendum consists of (4) page (s)

**QUESTIONS AND ANSWERS:**

1. What is the effective date for this Proposal?

Answer: 1/1/2022

2. Are there any enhancements to this plan?

Answer: This question is not clear. Please review the documents provided in the attachments regarding the vision plan.

3. Can a list be provided on who the incumbents are?

Answer: Eyemed Vision is the current vision provider

4. Please Provide vision claims for at least two (2) years, or more if available.

Answer: Historical claims have been provided from 2018 to March 2021. Please see Attachment 1 to this Addendum 2, *Vision Claims Experience*

5. Please Provide commissions requested, if any?

Answer: There are no commissions as part of this proposal.

6. Please Confirm effective date of 01/22/2022

Answer: Confirmed.

7. Please Provide a full group census with zip codes (to do a full geo access report) as what is shown on the census report are those enrolled in Vision.

Answer: See Attachment 2 to this Addendum No. 2, *Full Census with Zip Codes*

8. Please provide current vision enrollment (e.g. number of employees only; employee + spouse; employee + child (ren); employee + family).

Answer: This information is in the claims report. See Attachment 1 to this Addendum No. 2, *Vision Claims Experience*

9. Will the rates include commissions (to current broker)?

Answer: No.

10. Will this be with or without commission?

Answer: Without commission

11. Please provide an Excel version of the employee census.

Answer: See Attachment 2 to this Addendum No. 2, *Full Census with Zip Codes*

12. Do you require vision responses to be from stand-alone vision vendors?

Answer: All qualified vendors are encouraged to respond.

13. Will the City accept electronic signatures?

Answer: Yes

14. Please confirm vision funding arrangements the City would like to see from proposers, e.g., ASO, fully insured?

Answer: Currently fully insured. The City will review ASO rates as well.

15. Section 1-7 on page 11 references an Addenda Acknowledgement Form that needs to be provided with our RFP, please provide the additional required form.

Answer: Signing this addendum and submitting with proposal will suffice and be used as a replacement for the addendum form. (Please do not submit attachments)

16. Page 16-17, Section 1-14, the RFP references submitting two proposals. Please provide clarification about this provision as to what you are looking for in the two versions.

Answer: Vendors may choose to take exception to parts of the RFP and choose to submit a second proposal demonstrating what the proposal would look like with the exceptions taken. This proposal must be clearly labeled as an alternative proposal. Some vendors also list the exceptions by using the Exception and Deviations Form.

17. On page 27 it references providing certain samples on a flash drive or CD-ROM, please confirm it only needs to be provided electronically.

Answer: Correct. Samples needs to be provided electronically. However, if the items are too large to send via email, it must be sent in a format that can be received by procurement.

18. Section 3-7 on page 32 states that access and disruption will make up part of the evaluation score however a disruption file was not provided. Please provide the vision disruption file.

Answer: See Attachment 3 to this Addendum No. 2, *Disruption Report*

19. Section 3-8 on page 33, may we provide an additional section at the end of the required sections for any additional information we feel adds value to our proposal submission?

Answer: Yes

20. Please confirm that the Proposer's Disclosures of Subcontractors and Suppliers Form on pages 56 and 57 only need to be completed for subcontractors and suppliers hired to specifically work on the City of Miramar's RFP?

Answer: This form applies to Subcontractors and suppliers hired to specifically work on City of Miramar contract.

21. Have there been any changes to the vision plan design since 2018?

Answer: No.

22. If yes please provide details and effective dates.

Answer: N/A

23. Are wet signatures required?

Answer: No. Electronic signatures are accepted by the City.

24. Due to COVID can we submit electronic signatures?

Answer: Yes

25. How can we retrieve the Solicitation Form? (cannot retrieve from Demand Star).

Answer: Solicitations can be retrieved from Demandstar or by contacting the City's Procurement Office.

26. Do all responses need to be provided directly on the RFP provided (as opposed to our response template).

Answer: Please respond using the method that works for your firm. However, the City's forms and affidavits must be used and the RFP guidelines must be followed.

## ADDENDUM ACKNOWLEDGEMENT

BY: \_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

COMPANY NAME: \_\_\_\_\_





**Date of Issuance: May 28, 2021**

**City of Miramar**

**Procurement Department**

**ADDENDUM No. 3**

**For**

**RFP No. 21-04-18**

**VISION INSURANCE SERVICES**

Proposers are hereby notified that this Addendum No.3 shall be attached to and made part of the above-named Request for Proposal ("RFP") issued on April 22, 2021.

This Addendum No. 3 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 3 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

**The Proposer shall acknowledge receipt of this Addendum No. 3 by including a signed copy of this form in each Proposal. (Please do not submit Attachments to this addendum in Proposal)**

This addendum consists of ( 2 ) page (s)

**QUESTIONS AND ANSWERS:**

This addendum 3 provides answers to questions that were omitted from addendum 2.

1. Regarding the SBE/CBE Preference: will points also be awarded to vendors that use SBE subcontractors to perform the services for this contract?  
Answer: No, Points will be awarded for SBE/CBE only if the Prime/Proposer qualifies as a SBE/CBE.
2. Item 2-10: Acceptance of Credit Cards: Does this City currently pay their vision carrier via this method?  
Answer: No
3. Please provide an updated census in Excel to include claims experience as well as showing tiers of coverage.  
Answer: Please see Attachment 1 to this Addendum No. 3 for updated Census with Tiers of Coverage. Please see Attachment 1 to Addendum No. 2 for Claims Experience

4. Could the City please provide further clarification on what is requested for item #44 in the questionnaire in regards to Visual Display Terminal?

Answer: By way of this Addendum, Question # 44 (shown below) is being removed from the questionnaire and a response will not be required to Question # 44.

~~44. Are you able to provide special vision services such as Visual Display Terminal occupational coverage, safety lenses/eyewear, etc.?~~

5. As we hold client information as proprietary and confidential, are we able to mark all client references as confidential in our response?

Answer: Yes, you may. However, if the information provided is not exempt from public records in accordance with the Florida Sunshine Law or any other laws that the City must comply with for public records requests, the information will not be confidential. Additionally, if the City is not able to contact clients to verify a reference, you may not receive points in that category.

#### **ADDENDUM ACKNOWLEDGEMENT**

BY: \_\_\_\_\_  
PRINT NAME SIGNATURE

COMPANY NAME: \_\_\_\_\_



**Date of Issuance: June 2, 2021**

**City of Miramar**

**Procurement Department**

**ADDENDUM No. 4**

For

**RFP No. 21-04-18**

**VISION INSURANCE SERVICES**

Proposers are hereby notified that this Addendum No.4 shall be attached to and made part of the above-named Request for Proposal ("RFP") issued on April 22, 2021.

This Addendum No. 4 is issued to add to, delete from, modify, clarify and/or amend the RFP. The items contained in this Addendum No. 4 shall have full force and effect as part of the RFP and shall prevail to the extent of any conflict with the original RFP. Proposals to be submitted on or before the specified due date shall conform to the additions and revisions contained herein.

**The Proposer shall acknowledge receipt of this Addendum No. 4 by including a signed copy of this form in each Proposal.**

This addendum consists of ( 2 ) page (s)

**QUESTIONS AND ANSWERS:**

This addendum 4 provides answers to questions that were omitted from addendum numbers 2 and 3.

Concerning reference Questionnaires:

1. Is it acceptable to provide the reference's contact information but not ask them to complete the survey?

Answer: You may submit the information; however, points will not be awarded for References (Category E) if Reference Questionnaire is not completed and submitted in the proposal.

2. If not would it be acceptable to have the client complete the survey electronically and forgo signatures?

Answer: You may submit the information; however, points will not be awarded for References (Category E) if Reference Questionnaire is not completed and signed by firm providing the reference.

## ADDENDUM ACKNOWLEDGEMENT

BY: \_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

COMPANY NAME: \_\_\_\_\_

# Humana®



**Prepared for:**  
**CITY OF MIRAMAR**

**Proposed coverage:**  
- Vision

**Broker:** LAURA NOLAN AGENCY

**Humana sales representative:** Laura Nolan

**Presented by:** LAURA NOLAN

**Proposal date:** 09/01/2021

# What's inside:

- About Humana. . . . . 3
- Vision proposal:**
- Plan highlights and rates. . . . . 5
- Terms and conditions. . . . . 8



**Benefits\* that help protect  
employee's health and finances:**

- **Medical:** Humana offers PPO, HMO, POS, and HDHP plans with a wide range of deductibles, copayments, and prescription drug designs with access to more than 650,000 providers and more than 4,000 hospitals nationwide. Our funding options include Flexible Spending Accounts (FSAs), Health Reimbursement Accounts (HRAs) and Health Savings Accounts (HSAs).
- **Dental and vision:** Regular cleanings and eye exams can detect problems and other diseases throughout the body. Humana's dental and vision plans encourage prevention, early diagnosis, and treatment – helping employees stay more healthy and fit.
- **Retiree benefits:** With our broad-based Medicare Advantage network and consumer-driven solutions, Humana is uniquely positioned to address employers' FASB and GASB risk-mitigation strategies while providing efficient, cost-effective benefit plan solutions for your Medicare-eligible retirees.

**We're happy you're considering Humana** for your employee benefits offering. For more than five decades, we've helped businesses of all sizes provide their employees with quality, affordable health care benefits. We can do the same for you.

You'll find Humana makes the employee benefits experience simpler for everyone involved by providing personal guidance and resources to help you and your employees make smart choices.

**Here's what you can expect:**

- A monthly newsletter, Focus, giving you the latest benefit news and industry trends
- Resources for Spanish-speaking employees
- *Newsweek* ranked Humana the best in customer service in 2019 in the health insurance category
- Financially strong company ranked 56th on the Fortune 500
- Friendly, personal service

Humana, working with your agent, will help you find a plan that's the best fit for you and your employees. And we'll work closely with you to control costs and help your employees lead healthier, more productive lives.

\* Availability varies by state



### Why choose Humana Specialty Benefits?

- Personalize your benefits by working with your agent and our own experts. Together, we'll tailor a benefits package that works best for you and your employees
- Dental insurance is one of the top-requested benefits by employees, followed by vision
- Save on your rates when you add multiple Humana products
- Expect a simple and friendly experience from people who care and are ready to help you and your employees

Dental and vision plans that improve health and save money

### INNOVATIVE DESIGN

- **Dental** - Built for promoting healthy bodies and smiles
  - **Three routine cleanings included**—more than the industry standard
  - **Four periodontal maintenance cleanings covered under preventive service**
  - **Extended and unlimited annual maximum options** let members get ongoing care when they need it
- **Vision** - Good eye health with an easy-to-use plan
  - **Additional covered diabetic eye exam**, retinal imaging and more
  - **Simple copays for most-used services**, and low fixed costs on premium lenses and coatings, which are typically expensive add-ons

### INDUSTRY-LEADING SERVICE

- Single point of contact provides best-in-class implementation, service and administration
- Dedicated EDI team to assist with implementation and ongoing complex data-sharing needs

### NATIONWIDE ACCESS

- Nationwide dental provider network with competitive discounts
- Nationwide vision network with over 99,000 vision providers in more than 25,000 locations including independent practitioners and retail locations



Fully Insured  
Effective date: 01/01/2022

## Vision plan highlights and rates

**Proposed plan 1: CUSTOM HUMANA VISION \$10/10 COPAY \$110 FRAME ALLOW \$110 CONTACT ALLOW**

**Voluntary Non Dual Choice**

### Plan highlights

Lens/Contact Lens Frequency (months)	12	Exam with Dilatation Copay Par	10
Single Lens Allowance NonPar	30	Exam Frequency (months)	12
Exam with Dilatation Allowance NonPar	40	Polycarbonate Lens for Children Benefit	Yes
Frame Frequency (months)	24	Voluntary Participation	Yes
Contact Lens Allowance Par	110	Retinal Imaging Benefit	Not Selected
Contact Lens Allowance NonPar	110	LASIK/PRK Benefit	Not Selected
Retail Frame Allowance Par	110	Both Eyeglass and Contact Lens Benefit	Not Selected
Frame Allowance NonPar	77	12 Month Frame Benefit	Not Selected
Materials Copay Par	10		

	EE	EESP	EECH	FAM
Estimated counts	359	97	98	145
Proposed rates	\$4.82	\$9.17	\$9.65	\$13.99
Estimated monthly premium	\$1,730.38	\$889.49	\$945.70	\$2,028.55
Estimated annual premium	\$20,764.56	\$10,673.88	\$11,348.40	\$24,342.60

Fully Insured  
Effective date: 01/01/2022

## Vision plan highlights and rates

**Proposed plan 2: GN HUMANA VISION \$00/00 COPAY \$200 FRAME ALLOW \$200 CONTACT ALLOW**

### Voluntary Non Dual Choice

#### Plan highlights

Exam with Dilatation Copay Par	\$0.00	Lens/Contact Lens Frequency (months)	12
Exam with Dilatation Allowance NonPar	\$30.00	Frame Frequency (months)	12
Materials Copay Par	\$0.00	Polycarbonate Lens for Children Benefit	Yes
Single Lens Allowance NonPar	\$25.00	12 Month Frame Benefit	Yes
Retail Frame Allowance Par	\$200.00	Voluntary Participation	Yes
Frame Allowance NonPar	\$100.00	Retinal Imaging Benefit	Not Selected
Contact Lens Allowance Par	\$200.00	LASIK/PRK Benefit	Not Selected
Contact Lens Allowance NonPar	\$160.00	Both Eyeglass and Contact Lens Benefit	Not Selected
Exam Frequency (months)	12		

	EE	EESP	EECH	FAM
Estimated counts	359	97	98	145
Proposed rates	\$12.49	\$23.76	\$25.01	\$36.26
Estimated monthly premium	\$4,483.91	\$2,304.72	\$2,450.98	\$5,257.70
Estimated annual premium	\$53,806.92	\$27,656.64	\$29,411.76	\$63,092.40

Fully Insured  
Effective date: 01/01/2022

## Vision plan highlights and rates

### Proposed plan 3: GN HUMANA VISION \$10/10 COPAY \$150 FRAME ALLOW \$150 CONTACT ALLOW

#### Voluntary Non Dual Choice

##### Plan highlights

Exam with Dilatation Copay Par	\$10.00	Lens/Contact Lens Frequency (months)	12
Exam with Dilatation Allowance NonPar	\$30.00	Frame Frequency (months)	12
Materials Copay Par	\$10.00	Polycarbonate Lens for Children Benefit	Yes
Single Lens Allowance NonPar	\$25.00	12 Month Frame Benefit	Yes
Retail Frame Allowance Par	\$150.00	Voluntary Participation	Yes
Frame Allowance NonPar	\$80.00	Retinal Imaging Benefit	Not Selected
Contact Lens Allowance Par	\$150.00	LASIK/PRK Benefit	Not Selected
Contact Lens Allowance NonPar	\$128.00	Both Eyeglass and Contact Lens Benefit	Not Selected
Exam Frequency (months)	12		

	EE	EESP	EECH	FAM
Estimated counts	359	97	98	145
Proposed rates	\$8.13	\$15.48	\$16.29	\$23.61
Estimated monthly premium	\$2,918.67	\$1,501.56	\$1,596.42	\$3,423.45
Estimated annual premium	\$35,024.04	\$18,018.72	\$19,157.04	\$41,081.40

Limitations, exclusions, waiting periods, and frequency or age limitations may apply. Do not cancel current group coverage until you receive written approval from Humana. Please verify the rates and selected plan(s) before implementation to ensure a smooth transition.

#### Additional Custom In-Network Benefits:

Premium Progressive Lenses - Tier 1: \$95 copay, Tier 2: \$105 copay, Tier 3: \$120 copay, Tier 4: \$75 copay, 80% of charge less \$120 allowance

Additional Custom Out-of-Network Benefits: Single Lense - up to \$30, Bifocal - up to \$50, Trifocal - up to \$70, and Lenticular - up to \$70

Premium Progressive Lenses Tier 1-4 - up to a \$50

**Fully Insured**

## Vision plan terms and conditions

**Rate Assumptions:**

- The effective date is no later than 01/01/2022.
- Rates are based on SIC code 9111, situs state FL.
- Retirees are not included.
- Plan assumes an employer/employee relationship exists between all parties.
- These rates include a replacement commission schedule of a level 0%.
- Humana requires any producer transacting the sale of insurance products on Humana's behalf to be contracted with Humana and appointed as Humana's agent in accordance with applicable law. The provision of this quoting information to the producer does not constitute an authorization of the named producer to solicit or otherwise transact the sale of insurance products on behalf of Humana, its affiliates, or subsidiaries. The information presented in this quote is intended for a producer's informational purposes only and shall not be distributed further.
- Rates assume no changes in legislation or regulation that affect benefits payable, eligibility, or contractual provisions.

**Enrollment:**

- Rates are based on 697 eligible employees.

**Plan Design:**

- This plan is based on Humana's vision standard certificate language and includes custom benefits. To ensure quality, Humana requires a 21-day notice before the effective date to complete all facets of implementation and quality-assurance testing. Tasks during this time include internal and external meetings to discuss plan design, receiving and loading eligibility, building plan-specific benefits; and creating, printing and mailing ID cards.
- Dependent age limitations are based on situs state requirements unless otherwise noted.
- Proposal is contingent on Humana being the only vision plan offered.

**Billing:**

- With our standard billing cycle, premiums are due by the first of the month for which coverage is to be provided. Grace period is 31 days.
  - Humana may adjust rates because of changes in plan design, legislation, or regulations that affect benefits payable, eligible, or contractual provisions.
- Rates are guaranteed for four (4) years.
  - Onsite Vision Pop Up Clinic
  - 2 mailers a year at no cost to the City
  - Diabetic Rider Included
  - Quarterly Webinars
  - Ask Humana Days

For insuring or offering entity, please see applicable sales or marketing literature.

## Vision care services

If you use an  
**IN-NETWORK provider**  
(Member cost)

If you use an  
**OUT-OF-NETWORK provider**  
(Reimbursement)

### Exam with dilation as necessary

- Retinal imaging <sup>1</sup>

\$0  
Up to \$39

Up to \$30  
Not covered

### Contact lens exam options <sup>2</sup>

- Standard contact lens fit and follow-up
- Premium contact lens fit and follow-up

\$0  
10% off retail less \$55 allowance

Up to \$30  
Up to \$30

### Frames <sup>3</sup>

\$200 allowance  
20% off balance over \$200

\$100 allowance

### Standard plastic lenses <sup>4</sup>

- Single vision
- Bifocal
- Trifocal
- Lenticular

\$0  
\$0  
\$0  
\$0

Up to \$25  
Up to \$40  
Up to \$60  
Up to \$100

### Covered lens options <sup>4</sup>

- UV coating
- Tint (solid and gradient)
- Standard scratch-resistance
- Standard polycarbonate - adults
- Standard polycarbonate - children <19
- Standard anti-reflective coating
- Premium anti-reflective coating
  - Tier 1
  - Tier 2
  - Tier 3
- Standard progressive (add-on to bifocal)
- Premium progressive
  - Tier 1
  - Tier 2
  - Tier 3
  - Tier 4
- Photochromatic / plastic transitions
- Polarized

\$15  
\$15  
\$15  
\$40  
\$0  
\$0  
Premium anti-reflective coatings as follows:  
\$22  
\$33  
80% of charge less \$35 allowance  
\$0  
Premium progressives as follows:  
\$45  
\$55  
\$70  
\$25 copay, 80% of charge less \$120 allowance  
\$75  
80% of charge

Not covered  
Not covered  
Not covered  
Not covered  
Not covered  
Up to \$25  
Premium anti-reflective coatings as follows:  
Up to \$25  
Up to \$25  
Up to \$25  
Up to \$40  
Premium progressives as follows:  
Up to \$40  
Up to \$40  
Up to \$40  
Up to \$40  
Not covered  
Not covered

### Contact lenses <sup>5</sup>

(applies to materials only)

- Conventional
- Disposable
- Medically necessary

\$200 allowance,  
15% off balance over \$200  
\$200 allowance  
\$0

\$160 allowance  
\$160 allowance  
\$210 allowance

## Vision care services

If you use an  
**IN-NETWORK provider**  
(Member cost)

If you use an  
**OUT-OF-NETWORK provider**  
(Reimbursement)

**Frequency**

- Examination
- Lenses or contact lenses
- Frame

Once every 12 months  
Once every 12 months  
Once every 12 months

Once every 12 months  
Once every 12 months  
Once every 12 months

**Diabetic Eye Care: care and testing for diabetic members**

- Examination
  - Up to (2) services per year
- Retinal Imaging
  - Up to (2) services per year
- Extended Ophthalmoscopy
  - Up to (2) services per year
- Gonioscopy
  - Up to (2) services per year
- Scanning Laser
  - Up to (2) services per year

\$0

Up to \$77

\$0

Up to \$50

\$0

Up to \$15

\$0

Up to \$15

\$0

Up to \$33

**Optional benefits**

- Polycarbonate Lenses for Children <19 Provides for standard polycarbonate lens with \$0 copay. Not available in AK, CT, ID, & OH.

<sup>1</sup> Member costs may exceed \$39 with certain providers. Members may contact their participating provider to determine what costs or discounts are available.

<sup>2</sup> Standard contact lens exam fit and follow up costs and premium contact lens exam discounts up to 10% may vary by participating provider. Members may contact their participating provider to determine what costs or discounts are available.

<sup>3</sup> Discounts may be available on all frames except when prohibited by the manufacturer.

<sup>4</sup> Lens option costs may vary by provider. Members may contact their participating provider to determine if listed costs are available.

<sup>5</sup> Plan covers contact lenses or frames, but not both.

## Additional plan discounts

- Member may receive a 20% discount on items not covered by the plan at network Providers. Members may contact their participating provider to determine what costs or discounts are available. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. Services or materials provided by any other group benefit plan providing vision care may not be covered. Certain brand name Vision Materials may not be eligible for a discount if the manufacturer imposes a no-discount practice. Frame, Lens, & Lens Option discounts apply only when purchasing a complete pair of eyeglasses. If purchased separately, members receive 20% off the retail price.
- Members may also receive 15% off retail price or 5% off promotional price for LASIK or PRK from the US Laser Network, owned and operated by LCA Vision. Since LASIK or PRK vision correction is an elective procedure, performed by specialty trained providers, this discount may not always be available from a provider in your immediate location.



## Questions?

Check out **Humana.com**

Call 1-866-995-9316 seven days a week:

8 a.m. to 6 p.m. Eastern Time

Monday through Saturday and

11 a.m. to 8 p.m. Sunday.

**Limitations and Exclusions:**

In addition to the limitations and exclusions listed in your "Vision Benefits" section, this policy does not provide benefits for the following:

1. Any expenses incurred while you qualify for any worker's compensation or occupational disease act or law, whether or not you applied for coverage.
2. Services:
  - That are free or that you would not be required to pay for if you did not have this insurance, unless charges are received from and reimbursable to the U.S. government or any of its agencies as required by law;
  - Furnished by, or payable under, any plan or law through any government or any political subdivision (this does not include Medicare or Medicaid); or
  - Furnished by any U.S. government-owned or operated hospital/institution/agency for any service connected with sickness or bodily injury.
3. Any loss caused or contributed by:
  - War or any act of war, whether declared or not;
  - Any act of international armed conflict; or
  - Any conflict involving armed forces of any international authority.
4. Any expense arising from the completion of forms.
5. Your failure to keep an appointment.
6. Any hospital, surgical or treatment facility, or for services of an anesthesiologist or anesthetist.
7. Prescription drugs or pre-medications, whether dispensed or prescribed.
8. Any service not specifically listed in the Schedule of Benefits.
9. Any service that we determine:
  - Is not a visual necessity;
  - Does not offer a favorable prognosis;
  - Does not have uniform professional endorsement; or
  - Is deemed to be experimental or investigational in nature.
10. Orthoptic or vision training.
11. Subnormal vision aids and associated testing.
12. Aniseikonic lenses.
13. Any service we consider cosmetic.
14. Any expense incurred before your effective date or after the date your coverage under this policy terminates.
15. Services provided by someone who ordinarily lives in your home or who is a family member.
16. Charges exceeding the reimbursement limit for the service.
17. Treatment resulting from any intentionally self-inflicted injury or bodily illness.
18. Plano lenses.
19. Medical or surgical treatment of eye, eyes, or supporting structures.
20. Replacement of lenses or frames furnished under this plan which are lost or broken, unless otherwise available under the plan.
21. Any examination or material required by an Employer as a condition of employment.
22. Non-prescription sunglasses.
23. Two pair of glasses in lieu of bifocals.
24. Services or materials provided by any other group benefit plans providing vision care.
25. Certain name brands when manufacturer imposes no discount.
26. Corrective vision treatment of an experimental nature.
27. Solutions and/or cleaning products for glasses or contact lenses.
28. Pathological treatment.
29. Non-prescription items.
30. Costs associated with securing materials.
31. Pre- and Post-operative services.
32. Orthokeratology.
33. Routine maintenance of materials.
34. Refitting or change in lens design after initial fitting, unless specifically allowed elsewhere in the certificate.
35. Artistically painted lenses.

Humana Vision products insured by Humana Insurance Company, Humana Health Benefit Plan of Louisiana, The Dental Concern, Inc. or Humana Insurance Company of New York.

This is not a complete disclosure of the plan qualifications and limitations. Specific limitations and exclusions as contained in the Regulatory and Technical Information Guide will be provided by the agent. Please review this information before applying for coverage.

**NOTICE:** Your actual expenses for covered services may exceed the stated cost or reimbursement amount because actual provider charges may not be used to determine insurer and member payment obligations.





# Important!

## At Humana, it is important you are treated fairly.

Humana Inc. and its subsidiaries do not discriminate or exclude people because of their race, color, national origin, age, disability, sex, sexual orientation, gender, gender identity, ancestry, marital status, or religion. Discrimination is against the law. Humana and its subsidiaries comply with applicable Federal Civil Rights laws. If you believe that you have been discriminated against by Humana or its subsidiaries, there are ways to get help.

- You may file a complaint, also known as a grievance:  
Discrimination Grievances, P.O. Box 14618, Lexington, KY 40512-4618  
If you need help filing a grievance, call **1-877-320-1235** or if you use a **TTY**, call **711**.
- You can also file a civil rights complaint with the **U.S. Department of Health and Human Services**, Office for Civil Rights electronically through their Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or at **U.S. Department of Health and Human Services**, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, DC 20201, **1-800-368-1019**, **800-537-7697 (TDD)**. Complaint forms are available at <https://www.hhs.gov/ocr/office/file/index.html>.
- **California residents:** You may also call California Department of Insurance toll-free hotline number: **1-800-927-HELP (4357)**, to file a grievance.

## Auxiliary aids and services, free of charge, are available to you. 1-877-320-1235 (TTY: 711)

Humana provides free auxiliary aids and services, such as qualified sign language interpreters, video remote interpretation, and written information in other formats to people with disabilities when such auxiliary aids and services are necessary to ensure an equal opportunity to participate.

## Language assistance services, free of charge, are available to you. 1-877-320-1235 (TTY: 711)

**Español (Spanish):** Llame al número arriba indicado para recibir servicios gratuitos de asistencia lingüística.

**繁體中文 (Chinese):** 撥打上面的電話號碼即可獲得免費語言援助服務。

**Tiếng Việt (Vietnamese):** Xin gọi số điện thoại trên đây để nhận được các dịch vụ hỗ trợ ngôn ngữ miễn phí.

**한국어 (Korean):** 무료 언어 지원 서비스를 받으려면 위의 번호로 전화하십시오.

**Tagalog (Tagalog – Filipino):** Tawagan ang numero sa itaas upang makatanggap ng mga serbisyo ng tulong sa wika nang walang bayad.

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**Italiano (Italian):** Chiamare il numero sopra per ricevere servizi di assistenza linguistica gratuiti.

**Deutsch (German):** Wählen Sie die oben angegebene Nummer, um kostenlose sprachliche Hilfsdienstleistungen zu erhalten.

**日本語 (Japanese):** 無料の言語支援サービスをご要望の場合は、上記の番号までお電話ください。

**فارسی (Farsi)**

برای دریافت تسهیلات زبانی بصورت رایگان با شماره فوق تماس بگیرید.

**Diné Bizaad (Navajo):** Wóda'í béésh bee hani'í bee wolta'ígíí bich'í' hódílnih éí bee t'áá jiik'éh saad bee áká'ánída'áwo'déé nika'adoowoł.

**العربية (Arabic)**

GCHJV5REN 0220

الرجاء الاتصال بالرقم المبين أعلاه للحصول على خدمات مجانية للمساعدة بلغتك

## Vision care services

If you use an  
**IN-NETWORK provider**  
(Member cost)

If you use an  
**OUT-OF-NETWORK provider**  
(Reimbursement)

### Exam with dilation as necessary

- Retinal imaging <sup>1</sup>

\$10  
Up to \$39

Up to \$30  
Not covered

### Contact lens exam options <sup>2</sup>

- Standard contact lens fit and follow-up
- Premium contact lens fit and follow-up

Up to \$40  
10% off retail

Not covered  
Not covered

### Frames <sup>3</sup>

\$150 allowance  
20% off balance over \$150

\$80 allowance

### Standard plastic lenses <sup>4</sup>

- Single vision
- Bifocal
- Trifocal
- Lenticular

\$10  
\$10  
\$10  
\$10

Up to \$25  
Up to \$40  
Up to \$60  
Up to \$100

### Covered lens options <sup>4</sup>

- UV coating
- Tint (solid and gradient)
- Standard scratch-resistance
- Standard polycarbonate - adults
- Standard polycarbonate - children <19
- Standard anti-reflective coating
- Premium anti-reflective coating
  - Tier 1
  - Tier 2
  - Tier 3
- Standard progressive (add-on to bifocal)
- Premium progressive
  - Tier 1
  - Tier 2
  - Tier 3
  - Tier 4
- Photochromatic / plastic transitions
- Polarized

\$15  
\$15  
\$15  
\$40  
\$0  
\$25  
Premium anti-reflective coatings as follows:  
\$37  
\$48  
80% of charge less \$20 allowance  
\$10  
Premium progressives as follows:  
\$75  
\$85  
\$100  
\$55 copay, 80% of charge less \$120 allowance  
\$75  
80% of charge

Not covered  
Not covered  
Not covered  
Not covered  
Not covered  
Up to \$25  
Premium anti-reflective coatings as follows:  
Up to \$25  
Up to \$25  
Up to \$25  
Up to \$40  
Premium progressives as follows:  
Up to \$40  
Up to \$40  
Up to \$40  
Up to \$40  
Not covered  
Not covered

### Contact lenses <sup>5</sup>

(applies to materials only)

- Conventional
- Disposable
- Medically necessary

\$150 allowance,  
15% off balance over \$150  
\$150 allowance  
\$0

\$128 allowance  
\$128 allowance  
\$210 allowance

## Vision care services

If you use an  
**IN-NETWORK provider**  
(Member cost)

If you use an  
**OUT-OF-NETWORK provider**  
(Reimbursement)

**Frequency**

- Examination
- Lenses or contact lenses
- Frame

Once every 12 months  
Once every 12 months  
Once every 12 months

Once every 12 months  
Once every 12 months  
Once every 12 months

**Diabetic Eye Care: care and testing for diabetic members**

- Examination
  - Up to (2) services per year
- Retinal Imaging
  - Up to (2) services per year
- Extended Ophthalmoscopy
  - Up to (2) services per year
- Gonioscopy
  - Up to (2) services per year
- Scanning Laser
  - Up to (2) services per year

\$0

Up to \$77

\$0

Up to \$50

\$0

Up to \$15

\$0

Up to \$15

\$0

Up to \$33

**Optional benefits**

- Polycarbonate Lenses for Children <19 Provides for standard polycarbonate lens with \$0 copay. Not available in AK, CT, ID, & OH.

<sup>1</sup> Member costs may exceed \$39 with certain providers. Members may contact their participating provider to determine what costs or discounts are available.

<sup>2</sup> Standard contact lens exam fit and follow up costs and premium contact lens exam discounts up to 10% may vary by participating provider. Members may contact their participating provider to determine what costs or discounts are available.

<sup>3</sup> Discounts may be available on all frames except when prohibited by the manufacturer.

<sup>4</sup> Lens option costs may vary by provider. Members may contact their participating provider to determine if listed costs are available.

<sup>5</sup> Plan covers contact lenses or frames, but not both.

## Additional plan discounts

- Member may receive a 20% discount on items not covered by the plan at network Providers. Members may contact their participating provider to determine what costs or discounts are available. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. Services or materials provided by any other group benefit plan providing vision care may not be covered. Certain brand name Vision Materials may not be eligible for a discount if the manufacturer imposes a no-discount practice. Frame, Lens, & Lens Option discounts apply only when purchasing a complete pair of eyeglasses. If purchased separately, members receive 20% off the retail price.
- Members may also receive 15% off retail price or 5% off promotional price for LASIK or PRK from the US Laser Network, owned and operated by LCA Vision. Since LASIK or PRK vision correction is an elective procedure, performed by specialty trained providers, this discount may not always be available from a provider in your immediate location.



## Questions?

Check out **Humana.com**

Call 1-866-995-9316 seven days a week:

8 a.m. to 6 p.m. Eastern Time

Monday through Saturday and

11 a.m. to 8 p.m. Sunday.

**Limitations and Exclusions:**

In addition to the limitations and exclusions listed in your "Vision Benefits" section, this policy does not provide benefits for the following:

1. Any expenses incurred while you qualify for any worker's compensation or occupational disease act or law, whether or not you applied for coverage.
2. Services:
  - That are free or that you would not be required to pay for if you did not have this insurance, unless charges are received from and reimbursable to the U.S. government or any of its agencies as required by law;
  - Furnished by, or payable under, any plan or law through any government or any political subdivision (this does not include Medicare or Medicaid); or
  - Furnished by any U.S. government-owned or operated hospital/institution/agency for any service connected with sickness or bodily injury.
3. Any loss caused or contributed by:
  - War or any act of war, whether declared or not;
  - Any act of international armed conflict; or
  - Any conflict involving armed forces of any international authority.
4. Any expense arising from the completion of forms.
5. Your failure to keep an appointment.
6. Any hospital, surgical or treatment facility, or for services of an anesthesiologist or anesthetist.
7. Prescription drugs or pre-medications, whether dispensed or prescribed.
8. Any service not specifically listed in the Schedule of Benefits.
9. Any service that we determine:
  - Is not a visual necessity;
  - Does not offer a favorable prognosis;
  - Does not have uniform professional endorsement; or
  - Is deemed to be experimental or investigational in nature.
10. Orthoptic or vision training.
11. Subnormal vision aids and associated testing.
12. Aniseikonic lenses.
13. Any service we consider cosmetic.
14. Any expense incurred before your effective date or after the date your coverage under this policy terminates.
15. Services provided by someone who ordinarily lives in your home or who is a family member.
16. Charges exceeding the reimbursement limit for the service.
17. Treatment resulting from any intentionally self-inflicted injury or bodily illness.
18. Plano lenses.
19. Medical or surgical treatment of eye, eyes, or supporting structures.
20. Replacement of lenses or frames furnished under this plan which are lost or broken, unless otherwise available under the plan.
21. Any examination or material required by an Employer as a condition of employment.
22. Non-prescription sunglasses.
23. Two pair of glasses in lieu of bifocals.
24. Services or materials provided by any other group benefit plans providing vision care.
25. Certain name brands when manufacturer imposes no discount.
26. Corrective vision treatment of an experimental nature.
27. Solutions and/or cleaning products for glasses or contact lenses.
28. Pathological treatment.
29. Non-prescription items.
30. Costs associated with securing materials.
31. Pre- and Post-operative services.
32. Orthokeratology.
33. Routine maintenance of materials.
34. Refitting or change in lens design after initial fitting, unless specifically allowed elsewhere in the certificate.
35. Artistically painted lenses.

Humana Vision products insured by Humana Insurance Company, Humana Health Benefit Plan of Louisiana, The Dental Concern, Inc. or Humana Insurance Company of New York.

This is not a complete disclosure of the plan qualifications and limitations. Specific limitations and exclusions as contained in the Regulatory and Technical Information Guide will be provided by the agent. Please review this information before applying for coverage.

**NOTICE:** Your actual expenses for covered services may exceed the stated cost or reimbursement amount because actual provider charges may not be used to determine insurer and member payment obligations.





# Important!

## At Humana, it is important you are treated fairly.

Humana Inc. and its subsidiaries do not discriminate or exclude people because of their race, color, national origin, age, disability, sex, sexual orientation, gender, gender identity, ancestry, marital status, or religion. Discrimination is against the law. Humana and its subsidiaries comply with applicable Federal Civil Rights laws. If you believe that you have been discriminated against by Humana or its subsidiaries, there are ways to get help.

- You may file a complaint, also known as a grievance:  
Discrimination Grievances, P.O. Box 14618, Lexington, KY 40512-4618  
If you need help filing a grievance, call **1-877-320-1235** or if you use a **TTY**, call **711**.
- You can also file a civil rights complaint with the **U.S. Department of Health and Human Services**, Office for Civil Rights electronically through their Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or at **U.S. Department of Health and Human Services**, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, DC 20201, **1-800-368-1019**, **800-537-7697 (TDD)**. Complaint forms are available at <https://www.hhs.gov/ocr/office/file/index.html>.
- **California residents:** You may also call California Department of Insurance toll-free hotline number: **1-800-927-HELP (4357)**, to file a grievance.

## Auxiliary aids and services, free of charge, are available to you. 1-877-320-1235 (TTY: 711)

Humana provides free auxiliary aids and services, such as qualified sign language interpreters, video remote interpretation, and written information in other formats to people with disabilities when such auxiliary aids and services are necessary to ensure an equal opportunity to participate.

## Language assistance services, free of charge, are available to you. 1-877-320-1235 (TTY: 711)

**Español (Spanish):** Llame al número arriba indicado para recibir servicios gratuitos de asistencia lingüística.

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Attachment 1

**SCORE SHEET  
REQUEST FOR PROPOSALS # 21-04-18  
VISION INSURANCE SERVICES**

<b>RANK</b>	<b>PROPOSER</b>	<b>SCORE</b>
1	Humana Insurance Company	508.85
2	The Standard Insurance Company	428.00
3	Aetna Life Insurance Company	425.80
4	Solstice Benefits, Inc.	400.00
5	Metropolitan Life Insurance Company	379.55