

**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. #7507, APPROVING A THREE-YEAR AGREEMENT WITH THREE ONE-YEAR RENEWAL OPTIONS BETWEEN THE CITY AND STANDARD INSURANCE COMPANY FOR GROUP LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, LONG TERM DISABILITY AND VOLUNTARY LIFE INSURANCE SERVICES FOR CITY EMPLOYEES AND DEPENDENTS, IN AN AMOUNT NOT-TO-EXCEED \$500,000 FOR CALENDAR YEAR 2022 AND AN AMOUNT NOT-TO-EXCEED \$1,575,000 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 life and disability 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. 21-04-21 on May 5, 2021 and received three responses. A selection committee evaluated the responses and, after short listing and presentations, ranked Standard Insurance Company as the highest ranked, responsive and responsible proposer with an amount not-to-exceed \$500,000 cost for calendar year 2022. 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: none

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 this contract is fully covered by employee's payroll contributions and is paid using the following accounts: 850-00-000-000-000-202125, 850-00-000-000-000-202124, and 850-00-000-000-000-202126.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR7507**
 - **Exhibit A: Agreement with Standard Insurance Company**
 - **Attachment 1: RFP Life and Disability 21-04-21 Score Sheet**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM:  Vernon E. Hargray, City Manager 

BY: Randy Cross, HR Director

DATE: September 23, 2021

RE: Temp. Reso. No. 7507 Group Life, Accidental Death & Dismemberment, Long Term Disability and Voluntary Life Insurance Services

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No.7507, approving and authorizing the execution of an agreement between the City and Standard Insurance Company for employee life and disability insurance coverage.

ISSUE: City Commission approval is required to authorize a contract with Standard Insurance Company for life and disability insurance coverage for City employees and dependents.

BACKGROUND: The City provides Group Life, Accidental Death & Dismemberment, Long Term Disability and Voluntary Life Insurance Services coverage for its employees and their dependents. The contract for the City's current provider, Standard Insurance Company, expires at the end of calendar year 2021. The City issued RFP No. 21-04-21 on May 5, 2021 and received three responses:

1. Equitable Advisors
2. MetLife
3. Standard Insurance Company

No points were awarded for local preference nor CBE/SBE preference points. A selection committee comprised of City staff and union leadership evaluated the responses and ranked Standard Insurance Company as the highest ranked, responsive, and responsible proposer.

DISCUSSION: Staff negotiated a contract with Standard Life Insurance for a term of three years with two, one-year renewal options. The final negotiated rate for calendar year 2022

is an amount not to exceed \$500,000. The anticipated amount, not-to-exceed for the initial term of the agreement, is \$1,575,000. The annual calendar amount will be included in the annual budget process. Basic Life, Accidental Death, and Long-Term Disability are City paid, while the Voluntary Additional Life and Dependent Life is 100% employee-paid. Employee-paid premiums make up approximately 45% of the annual spend attributable to Employee Additional Life and Dependent Life.

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

- Line of duty benefit of \$50,000 for sworn police and fire at no additional cost.
- Enhanced the current age reduction schedule to age 70 from age 65 at no additional cost.
- Increased guarantee issue amount on the voluntary life insurance from \$50,000 to \$200,000 and increased the spouse guaranteed issue from \$25,000 to \$50,000.
- Negotiated a true open enrollment to allow for employees to buy-up to the guarantee issue amount of \$200,000 for employees and \$50,000 for spouse coverage without medical underwriting.
- Quarterly ask Standard Days.
- Bi-annual educational home mailers at no cost to the City.

Temp. Reso. No. 7507
9/22/21
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 STANDARD INSURANCE COMPANY FOR GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, LONG TERM DISABILITY AND VOLUNTARY LIFE INSURANCE SERVICES FOR CITY EMPLOYEES AND DEPENDENTS, IN AN AMOUNT NOT-TO-EXCEED \$500,000 FOR CALENDAR YEAR 2022 AND AN AMOUNT NOT-TO-EXCEED \$1,575,000 FOR THE INITIAL TERM OF THE CONTRACT; 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 Group Life, Accidental Death & Dismemberment, Long Term Disability and Voluntary Life Insurance Services, Standard Insurance Company, expires at the end of calendar year 2021; and

WHEREAS, the City issued RFP No. 21-04-21 on May 5, 2021 and received three responses; and

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

Reso. No. _____

Temp. Reso. No. 7507
9/20/21
9/22/21

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

WHEREAS, the contract amount is not to exceed \$500,000 for calendar year 2022 with a total amount not-to-exceed for the initial term of the contract of \$1,575,000; 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 Standard Insurance Company attached hereto as Exhibit "A", with such non-substantive changes deemed necessary and approved by the City Attorney, and to authorize the Human Resources Director to execute all appropriate contract documents with Standard 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 Standard Insurance Company for a three-year term with two, one-year renewal options, which provides for a total annual premium cost in the amount not-to-exceed \$500,000 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.

Temp. Reso. No. 7507
9/20/21
9/22/21

Section 3: That the Human Resources Director is authorized to execute all appropriate contract documents, 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. 7507
9/22/21
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

STANDARD INSURANCE COMPANY

FOR

**LIFE, ACCIDENTAL DEATH & DISMEMBERMENT AND VOLUNTARY LIFE
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 Standard Insurance Company, an Oregon corporation or individual with principal business address located at 1100 SW 6th Avenue, (hereinafter referred to as Portland, Oregon 97204 "Contractor").

WHEREAS, on May 17, 2021 the City issued Request for Proposals No. 21-04-21 ("RFP") for "Group Life, Accidental Death & Dismemberment and Voluntary Life 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 negotiated terms and conditions attached hereto as Exhibit "B", the Contractor's Proposal submitted in response thereto as accepted by the City, any subsequently negotiated changes to same, which documents, or agreements are incorporated by reference herein, and Contractor's group Life and Accidental Death and Dismemberment (AD&D) insurance policy or policies. 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. Provided, however, Contractor's group insurance policies shall, in all instances, govern eligibility for insurance and benefits and Contractor's rights to modify, terminate and re-rate the group insurance policy.

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 of the RFP and the Proposer's proposal (attached as Exhibit "C") 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

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. Provided, however, any extension of the Contractor's group insurance policy shall be subject to Contractor's ordinary underwriting practices.

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. Such termination shall be effective on the later of the date stated in the notice and the date such notice is received by the Contractor. 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 of termination by the City, such termination shall be effective on the later of the date stated in the notice and the date such notice is received by the Contractor. 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 **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. Notwithstanding anything else in this section all service of legal process must be served in accordance with applicable law. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

With a Copy to:

Chief Legal Officer
Standard Insurance Company
900 SW 5th Avenue
Portland, OR 97204

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 7th Avenue
Fort Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790

SECTION 10
PUBLIC RECORDS

A. Public Records: CONTRACTOR shall, to the extent applicable, 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. Provided, however, this shall not apply to Contractor's proprietary business records created in the ordinary course of its business including, but not limited to, claims, sales, underwriting and marketing files.

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 solely and exclusively 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, 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, subject to applicable privacy laws and regulations and 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, subject to applicable law and Contractor's security and confidentiality policies and 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 Except as otherwise provided in and with respect to Contractor's group insurance policy, 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: _____

Print Name: _____

Date: _____

By: _____

REQUEST FOR PROPOSALS

**GROUP LIFE, ACCIDENTAL DEATH &
DISMEMBERMENT, LONG TERM DISABILITY AND
VOLUNTARY LIFE INSURANCE SERVICES**

RFP No. 21-04-21



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: Monday, May 17, 2021

CLOSING DATE AND TIME: Wednesday, June 30, 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 OR VIA THE E-BIDDING MODULE ON DEMANSTAR AT 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. 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**:
 1. The subject of the e-mail must contain the solicitation number and the company's name as follows RFP 21-04-21 – (Company Name). Do include special characters in the subject line
 2. 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 21-04-21– (Company Name) – PART 1 and the subject for the second e-mail must be RFP 21-04-21– (Company Name) – PART 2 etc.
 3. 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.
 4. All Proposals must be submitted on 8 ½-inch by 11-inch paper, neatly typed with one-inch margins and single-line spacing.
 5. 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:

Wednesday, June 30, 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 Wednesday, June 30, 2021 at 2:30 P.M. Webex instructions are as follows:

Meeting Link:

<https://miramarfl.webex.com/miramarfl/j.php?MTID=m210c248b42ed41a5faedc16dc74298cd>

Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Access Code 1721 26 3096

Join from a video system or application

Dial [1721263096@miramarfl.webex.com](tel:1721263096)

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial [1721263096.miramarfl@lync.webex.com](tel:1721263096)

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 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:

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

1-6

PRE-PROPOSAL CONFERENCE (NON-MANDATORY)

A NON-MANDATORY Pre-Proposal conference will be held on **Thursday, June 3, 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=m69f66833bbfc5e105e912c230c7f7ac2>

Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Access Code 160265 8354

Join from a video system or application

Dial [1602658354@miramarfl.webex.com](tel:1602658354)

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial [1602658354.miramarfl@lync.webex.com](tel:1602658354)

Please note that all questions and request for clarifications about this RFP must be submitting in writing to the Procurement contact listed above by Monday, June 7, 2021.

1-7

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 Special 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 Special Conditions; 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.

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 Special Conditions or 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 Special Conditions or 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:

Contract Award	Protest Filing Fee
\$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 Special Conditions or 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 GROUP LIFE, ACCIDENTAL DEATH & DISMEMBERMENT (AD&D), LONG TERM DISABILITY AND VOLUNTARY LIFE 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 Life, Accidental Death & Dismemberment (AD&D), Long Term Disability and Voluntary Life 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:

<u>Milestone</u>	<u>Timeframe</u>
RFP Issuance.....	Monday, May 17, 2021
Pre-Proposal Conference (Non-Mandatory)	Thursday, June 3, 2021 at 11:00 AM EST
(Due to the COVID-19 Pandemic the pre-proposal conference will be conducted virtually. Please see Section 1-6 for details to attend meeting)	
Deadline for Clarification Questions.....	Monday, June 7, 2021
Proposals Due to City.....	Wednesday, June 30, 2021 by 2:00 PM EST
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 group life, accidental death and dismemberment, supplemental life, and long-term disability insurance services to employees of the City of Miramar.

In addition to the standard services expected of life insurance carriers, the selected proposer is also expected to participate in employee open enrollment meetings.

Please note that the City of Miramar has multiple employment contracts with multiple groups including unions.

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.

Currently there is no group STD plan in place. Some employees have STD through Aflac. Employees paid Short Term Disability benefits at 60% of weekly income up to \$2,500 weekly. Proposers are expected to match current level of benefits.

The City is in the last year of a 5-year contract with The Standard for a group life, accidental death and dismemberment, voluntary life, and long-term disability insurance.

3-3

COVERAGE CONTINUITY FOR EMPLOYEES AND DEPENDENT(S) (for Group Life, Supplemental Life, Accidental Death and Dismemberment)

Employees and retirees who have already been approved for supplemental life insurance for themselves and/or dependent(s) must be given "Grandfather" status, even if their coverage falls outside of the carrier's incremental structure. If the City's current existing incremental structure differs from the successful proposer's, the successful proposer must agree to round up to the next available increment.

Evidence of insurability forms are not required for enrollment in the dependent child life product.

The plan effective date for all employees, retirees and grandfathered employees and retirees is 1/1/2022. If a claim is filed during the 2022 plan year and through the term of the agreement, the successful proposer must recognize 1/1/2022 as the start date of the contract as it relates to claim processing and data requested for claim processing.

The successful proposer must offer the option to provide services to track evidence of insurability applications including the amount approved or declined and the resulting total of coverage in force per participant for the applicable line of coverage.

3-4

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, 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, limited Retirees, GAME, Union, Police Benevolent

Association (PBA), nonunion employees, and their eligible dependents where applicable.

6. Accept Employee and dependent eligibility as defined and determined by the City.
7. Agree that the City will not guarantee a minimum number of participants.
8. Agree to a premium rate guarantee for the first two years of the contract.
9. 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.
10. Hold an initial true open enrollment with no late entrant provisions or penalties to enrollees regardless of initial selection.
11. 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.
12. 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 marketing materials to the employees and their eligible family members about the services available at no cost to the City. Meeting schedule will be set by the City.
13. Agree to update eligibility data within three (3) business days from receipt of such data.
14. Agree to notify the City of any issues arising within one (1) business day from the time of the data upload.
15. Agree to accept all insureds enrolled in the current Program with no actively at work, pre-existing exclusions, or waiting period.
16. Agree to provide a Certificate of Insurance and a Group Policy document within 60 calendar days after approval from the City.
17. Agree to submit, with proposal response, a Certificate of Authority from the Florida Office of Insurance Regulation in accordance with Florida Statutes, §624.401.
18. Agree to accept City's enrollment processes including verification of dependent status.
19. Agree that all data exchanges containing HIPAA-protected data (file transmission, email, media, etc.) between Proposer and City will be encrypted, and only decrypted by the specified recipient.
20. Use a secure method to exchange files to and from third party vendors outside of

Proposer's organization.

21. Waive all medical evidence requirements for existing plan participants at existing benefit levels.
22. Provide access to an employer portal to allow designated Benefits staff to view and update eligibility, access plan and marketing material, view status of claims, view evidence of insurability status, benefit payments, attach documents to a claim, run reports, download forms, access plan documents, and send secure through a secure message function.
23. Provide access to employee portal to allow members to file a claim and upload documents; view status of claims, submit evidence of insurability, view plan documents, and send secure through a Secure Message function.
24. Conduct quarterly educational seminars on issues related to life insurance, disability, selecting a beneficiary, will, trusts, and estates, etc.
25. Retain all fiduciary responsibilities including but not limited to responsibility for all appeals.
26. In the event of any claim or suit filed against the Selected Proposer for decisions rendered on behalf of the City, the Selected Proposer 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.
27. 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.
28. 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.
29. Have significant experience administering claims and providing similar services listed in this RFP with groups of 1,00 employees or more.
30. Initiate electronic file transfers from its system to the system of record used by the City of Miramar during open enrollment and as frequently as required for new enrollments, payroll, etc. as requested by the City.

3-5

MINIMUM QUALIFICATIONS:

Proposers shall:

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

3-6

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 life and accidental death and dismemberment, supplemental life, and long-term disability 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 by company providing 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).

3-7

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.

3-8

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.

Evaluation Categories	Points
A. Quality, Value and Member Service	15
B. Relevant Client Experience and Company Information	15
C. Client Services and quality assurance	15
D. Responses to Questionnaire	20
E: References	10
F. Premium Costs	25
G. City Local Preference	5
H. CBE/SBE Preference	<u>5</u>
Total Points	110

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
- Performance guarantees
- Multiple Year Rate guarantees

Relevant client experience and company information (Category B): Please provide examples of success stories with other clients as it relates to the group life, supplemental life, and long-term disability program. Provide information regarding your firm that helps your firm stand out from the competition. Also, please detail the value-added services offered that significantly benefits employees and saves time and money.

Client Services (Category C) - 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 claims data.

Responses to questionnaire (Category D): Please respond to the questionnaire thoroughly and in the most concise manner possible with a goal of 200 words or less. Special attention will be given for adequacy of responses to critical information including key policy definitions such as total disability, own occupation, and waiver of premium, etc. The City is looking for the strongest protection for employees.

Scoring for References (Category E):

Proposers must submit five (5) completed and signed Reference questionnaires (See Section 5) for 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

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

Example 2:

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

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

Scoring for Price/Fee Structure (Category F)

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": $(\$10,000)/(\$15,000) \times 25$ points = 16.67 points

Firm "C": $(\$10,000)/(\$20,000) \times 25$ points = 12.5 points

3-9

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 dental plans in the State of Florida.
- Have been 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. Information regarding the firm's quality, value and member services
7. Information regarding Client Services

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to the Project.
2. Overall approach to Project.
3. 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 representative of company providing 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
LIFE, ACCIDENTAL DEATH & DISMEMBERMENT AND VOLUNTARY LIFE
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. 21-04-21 ("RFP") for "Group Life, Accidental Death & Dismemberment and Voluntary Life 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 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 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

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:

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 7th 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:

Print Name: _____

By: _____

Print Name: _____

Date: _____

By: _____

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

PROPOSER'S NAME (Name of firm, entity, or organization):	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: _____	Title: _____
MAILING ADDRESS:	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE: (_____) _____	FAX: (_____) _____
PROPOSER'S ORGANIZATION STRUCTURE:	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain): _____	
EMAIL: _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION:	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT:	
PROPOSER'S AUTHORIZED SIGNATURE:	
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 (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.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate your experience with the carrier's ability to deliver quality insurance products and services?		
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)	YES/ Satisfactory	NO/ Unsatisfactory

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.

	QUESTION	Satisfactory	Unsatisfactory
1	How would you rate your experience with the carrier's ability to deliver quality insurance products and services?		
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)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

Signature

Title

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."**

PRICE PROPOSAL SHEET (Tab 8)

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 8) (CONT.)

A. Proposers are expected to match the current level of benefits as shown in the Attachments to this RFP. Please note for the purpose of evaluation of this RFP, pricing provided to match the current level of benefits will be used to award points.

B. Proposers must also provide quotes for the following:

1. Line of duty benefit for police officers if available.
2. Long Term Disability ("LTD") Insurance Benefits at 60% of monthly income to a max of \$15,000 for all classes.
3. Long Term Disability Benefits at 66 & 2/3% of monthly income to a max of \$15,000 for all classes.
4. The maximum benefit period should be Social Security Normal Retirement Age (SSNRA)

C. 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 7)

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)

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 (TAB 7)
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. Indicate the types of services and supplies which will be provided at a discount to participants.
5. Please provide electronic samples of monthly, quarterly, and annual reporting (i.e., premium, claims, and utilization).
6. What on-line services/functions will be made available to City of Miramar via the Internet?
7. 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?
8. Describe your preferred way of receiving, integrating and coordinating eligibility data.
9. Describe your record keeping capabilities regarding employee coverage levels, beneficiary designations, and status changes?
10. Briefly describe your process for administering Life, AD&D and LTD claims.
11. What percentage of claims process without manual processing or human intervention?
12. Does your firm produce a newsletter specifically for public plans or is the material produced for both public and private plans?
13. Discuss any technological improvements your organization has planned for 2022 (e.g., Internet related services, online eligibility, etc.) and the impact on enrolled Members.

14. 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
15. Has there been any downgrade in your ratings in the last two (2) years?
16. If you are not rated by one or more of these organizations, please state so.
17. 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.
18. 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.
19. What are your time limitations relative to processing retroactive eligibility adjustments?
20. What are your termination requirements?
21. 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.
22. 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.
23. What are your hours of operation?
24. 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?
25. Do you record customer service calls?
26. 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?
27. Please define your process for handling issues that are not resolved in the initial call.

Basic Life Insurance, Accidental Death & Dismemberment and Supplemental Insurance

1. Does your proposal require that both basic and voluntary life and basic AD&D to be awarded to your firm or are the rates quoted independent and can they be sold as stand alone?
2. Are you able to provide annual claims or utilization reports? Provide a sample copy of your report.
3. Do you require an employee to be actively-at-work on the effective date?
4. If you are not able to waive actively at work, explain how you will ensure that no employee losses coverage under discontinuance and replacement?
5. Please provide information on your takeover policy including takeover limitations and restrictions.
6. Do you agree to grandfather existing life insurance amounts for all currently covered employees and dependents so that evidence of insurability is not required? If so, is your firm willing to round up to the next level if you are unable to match the current benefit levels?
7. Does your contract include a conversion option?
8. Is the conversion charge included in your renewal analysis?
9. What provisions apply to the conversion option if the master contract is terminated?
10. What is the amount charged by your company for standard and substandard mortality conversions?
11. Indicate any enhanced services (financial planning, employee assistance plan, bereavement counseling, funeral services, etc.) included in your proposal. Include marketing materials you feel would be beneficial in further explaining these services
12. Does your accelerated death benefit apply to a. Basic Life, Optional Employee Life, Optional Spouse Life and Optional Child Life?
13. Please describe the process a beneficiary would go through in order to file a claim.
14. Please confirm that you will provide electronic copies of the Evidence of Coverage booklets for both the Basic and Voluntary products.

15. Include a copy of the type of information (i.e., life insurance certificate, confirmation statement) the participant will receive confirming the level of insurance coverage for both basic and voluntary life.
16. Do you perform year-end reconciliations to provide information regarding discrepancies to the City?
17. If yes, what is the timeframe the reconciliation covers?
18. Do you agree to attend Open Enrollment meetings at the City's desired locations at no additional cost?
19. Does your firm provide both paper and electronic billing and reports?
20. Are you able to match the current basic life and AD&D benefits exactly for all plans? If not, please list all deviations?
21. What additional enhancements or plan terms and conditions can your firm offer to improve the current benefits?
22. What benefit improvements are you willing to include for the basic life/AD&D insurance and contract provisions such as accelerated death benefit and other enhancements at no change to your proposed rates?
23. Are there any provisions or limitations in your policy regarding age, pre-existing conditions?
24. Is this policy portable? Describe your portability and conversion policy for terminated employees.
25. How do the rates for terminated employees compare to those for active employees?
26. Do you agree to maintain the current age reduction schedule?
27. At the first renewal (depending on how long you guarantee rates), how much credibility would be applied to the City's specific experience if enrollment remains relatively stable?
28. Do you agree to provide your underwriting analysis as back up for any future renewals?

Long Term Disability Insurance

1. How many clients does the firm provide long term disability services?
2. What is the estimated premium volume nationally and in Florida?
3. What is the estimated number of public sector clients vs. private sector?
4. Please indicate your LTD premium volume for 2018, 2019 and 2020. Please indicate the approximate annual group LTD claims dollars adjudicated and covered lives in 2018, 2019 and 2020.
5. For group LTD, what is your average case size?
6. How many group LTD accounts in the 1,000 lives range do you currently have? Nationally and in Florida?
7. Please list your two (2) largest active (a) insured LTD accounts and How many employees are covered? Include the contact person, title, and telephone number for each.
8. What is your definition of Total Disability?
9. Do you agree to provide your underwriting analysis as back up for any future renewals?
10. Please provide an electronic copy (on a CD or flash drive) of your two (2) most recent independently audited financial statements, as well as your (a) latest ratings from A.M. Best Company, Moody's Investors Service, Standard & Poor's Insurance Rating Services, Weiss Ratings, Inc., and Duff and Phelps Credit Rating Company and (b) lowest ratings of the last ten years from the same rating services.
11. Do you employ a legal staff to respond to legal and legislative issues? If not, how do you keep up to date in these areas? What represents you in Florida?
12. Provide a record of governmental and client litigation, including any debarments, within the last three (3) years.
13. Provide the names and the qualifications of the top three (3) principal individuals who will be responsible for the implementation of your proposal and describe these individuals' background and experience in LTD benefits. Please provide a biography and organizational chart.
14. On average, how many active LTD files is a disability analyst responsible for? How many LTD disability analysts do you now employ at the site that will provide service to the City of Miramar?

15. What is the ratio of LTD disability analysts to covered employees for your company?
16. What is your turnover rate for disability analysts at the office that would administer City of Miramar LTD Plans?
17. What are the education and experience qualifications necessary to be hired as an LTD disability analyst?
18. Describe your takeover policy for the treatment of members who have a current waiver of premium status.
19. Does your contract include a waiting period for Wavier of Premium? If so, how long is the waiting period?
20. If you have a waiting period for wavier of premium and an employee is subsequently approved, are premiums waived back to the initial date of disability or only from the approval date of the waiver?

Risk Management Systems

1. Did your firm have a Service Organization Controls (SOC) report prepared? If so, what is the opinion and in what year was the last report completed.
2. Has your firm recently changed external auditors?
3. What is the firm that provided and external audit of the company's financial statement and what was the opinion on the most recent report?
4. Describe the procedures and safeguards you use to protect your data including the confidentiality of information regarding members and beneficiaries.
5. What systems and processes are in place to prevent fraud?
6. Describe your company's resources to technology.
7. What is your approach to cyber security?
8. Does your company perform background checks on new hires and employees?
9. Describe your disaster recovery plan including geographic areas of the country where facilities are located, the method and format for securing member data, and the speed and processes for bringing those facilities operational. Please include the frequency the disaster recovery system is tested.

Reporting

1. Provide the following information relative to claims reporting:
 - i. examples of claims report available to the City of Miramar.
 - ii. Do you agree to provide monthly, quarterly, and annual reporting?
 - a. Enrollment: Monthly
 - b. Premium: Monthly
 - c. Claims: Monthly
 - d. Utilization: Quarterly, Semi-Annual and Annual
 - iii. confirmation that the City of Miramar can file claims on-line or if a hard copy must be filed.
 - iv. the location, office hours, and 800-number of the claims' office; and
 - v. confirmation that your company can provide customer service support to the City of Miramar staff via a secure access Web based platform. If so, please briefly describe.
2. Please provide electronic samples of loss information reports.

SECTION 6 Attachments

Attachment 1. Renewal 2020 Plan Year

Attachment 2. Basic Life Certificate

Attachment 3. Basic Life Policy

Attachment 4. Long Term Disability Certificate

Attachment 5. Long Term Disability Policy

Attachment 6 LTD Amendment 1

Attachment 7 LTD Amendment 2

Attachment 8 Basic Life Amendments 1 to 4

****Attachment 9 Confidential Information Request- Non-Disclosure Agreement**

Attachment 10 Historical Claims Information

**** All vendors requesting employee census information must complete the Confidential Information Request Non-Disclosure Agreement Form (Attachment 9) and submit to Procurement Contact before census information will be provided.**



Date of Issuance: June 23, 2021

City of Miramar

Procurement Department

ADDENDUM No. 1

For

RFP No. 21-04-21

Group Life, Accidental Death & Dismemberment, Long Term Disability and Voluntary Life 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 May 17, 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. (Please do not submit Attachments to this addendum in Proposal)

This addendum consists of (6) page (s) and 6 Attachments.

A: DUE DATE AND TIME:

1. The due date and time for the RFP is changed from received at or before Wednesday, June 30, 2021 at 2:00 PM to received at or before **Tuesday, July 13, 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 **Tuesday, July 13, 2021 at 2:30 PM.** Please note that there are no changes in meeting link or access codes to join the meeting.

B. QUESTIONS AND ANSWERS:

1. Will you be providing a census for this RFP?

ANSWER: Yes. Please execute the Non-Disclosure Agreement (see Attachment 9 to the RFP) and send to the Procurement Contact. The census report will be provided via secure email.

2. Do you know if a census will be posted on Demand Star?

ANSWER: No. Census will be provided only to vendors that sign a Non-Disclosure Agreement. Please execute the Non-Disclosure Agreement (see Attachment 9 to the RFP) and the census report will be provided via secure email.

3. Has the 1/1/2022 renewal been received yet?

ANSWER: No.

4. Can we get a complete census with occupations, class designations, and voluntary elections? Per the RFP there is a non-disclosure agreement form required before they will release the census to us (see below from the RFP).

****All vendors requesting employee census information must complete the Confidential Information Request Non-Disclosure Agreement Form (Attachment 9) and submit to Procurement Contact before census information will be provided.**

ANSWER: Yes. See response to Question # 1

5. What is the inforce and requested commission if any?

ANSWER: No Commissions

6. Have there been any plan or rate changes in the last 5 years?

ANSWER: Yes, 1/1/2018 commissions were removed, rates adjusted accordingly. LTD increased in 2021 with no plan design changes.

7. Can we get a detailed claim list for Life and LTD?

ANSWER: Yes. Please see Attachment # 6 to this Addendum.

8. Can we get a breakdown to the experience between base life and vol life?

ANSWER: Please see Attachment #s 1 and 2 to this Addendum.

9. Is the retiree class open or closed?

ANSWER: Open

10. What does the group do for STD? Do you want a quote?

ANSWER: There is no group STD benefit. Employees are offered a voluntary worksite STD through Aflac. There is no desire from the city to offer a Group STD program.

11. The following is a rundown of what is needed:

- Date of Birth (all lines of coverage)
- Gender (all lines of coverage)
- Salary (needed for Voluntary Life, "X Salary" options, All disability)
 - If including bonus/commissions/K1 – include base salary column and create another column for these amounts
- Occupation (All disability)
- Employee Home Zip Code (Dental, Vision (all sizes) and Life quotes for groups over 100+)
- Name (needed if we would need to cross-reference with a current invoice for elections of dental, vision, voluntary/contributory coverages)
- Current Elections (Dental, Vision, Voluntary/contributory coverages)

ANSWER: See Response to Question # 1

12. If coverage is in force currently the following documents are needed:

- Current Benefit Summaries
- Current Certificates
- Current Rates and/or last renewal
- Invoice if elections are not on the census

ANSWER: Coverage is in force currently. Please see Attachment #s 1, 2, 3, 4 and 5 to this Addendum.

13. Experience will be needed in the following scenarios and broken down by month for the last 21-36 months; premium paid vs claims paid

- Dental and STD (100+ Enrolled)
- Life (500+ Enrolled)
- LTD (200+ Enrolled)

ANSWER: Please see Attachment #s 1, 2, 3, 4 and 5 to this Addendum. Also, please see Attachments to RFP 21-04-17 for Employee Dental Insurance Coverage for the dental claims. This RFP is only for the life and disability products with the Standard.

14. Do you currently use a benefits administration platform for your enrollment? If so, can the name of the vendor be released?

ANSWER: Yes. The City currently used Bentek platform.

15. We take COVID 19 seriously. Our associates are working remotely and following social distancing as directed by the CDC. At this time we are providing an electronic signature. We are happy to provide a wet signature/notary, if required, at a later date. Please indicate if this will cause us to be disqualified?

ANSWER: The City accepts electronic signatures.

16. Please provide the full RFP specifications, including:

- The current census (in Excel format) showing gender, date of birth, amounts of each line of coverage separately, and an active/retiree indicator

ANSWER: Please see response to Question # 1

17. Disability:

- Please provide lives history
- Please provide rate history
- Please provide an open claim listing including gender, date of birth, date of disability, total amount paid to date, gross benefit, net benefit, offsets and reserve
- Please provide a closed claim listing including gender, date of birth, date of disability and total amount paid to date
- Please provide a disability census with all of the following information:
 - a. DOB
 - b. DOH
 - c. Gender
 - d. Salary
 - e. Occupation
 - f. Class number/designation

ANSWER: Please execute the Non-Disclosure Agreement and you will receive the census report via secure email. Please review the Attachments 1, 2, 3, 4, 5, and 6 to this Addendum for the requested information.

22 Section 1-7 on page 11 references an Addenda Acknowledgement Form that needs to be provided with our RFP response. Please provide the required Addenda Acknowledgement 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).

23 Given the current national health and safety concerns around the COVID-19 virus, our workforce transitioned working from home. Are you willing to accept electronic signatures and waive notary requirements on all required RFP forms/documents?

ANSWER: The City accepts electronic signatures.

24 We will need a current total eligible census. Please make sure it includes salaries, job titles and class information. There are 8 classes on Basic Life. Please note class 7 & 8 are retirees with high benefit amounts. There are 4 classes on LTD. We will need to get the volume of police/fire employees as well as an open/closed claim listing for the LTD.

ANSWER: The census includes all benefit-eligible employees. All benefit-eligible employees are enrolled in basic life insurance.

25 Various supplemental documents are requested on flash drive. Are you expecting a separate mailing with the flash drive? As this is an electronic submission, may we submit those supplemental documents electronically with our proposal?

ANSWER: Yes, you may submit all documents electronically.

26 Please provide a census with DOB, Genders, Zip codes, Annual salary, LTD Class (1,2,3,4), Elections

ANSWER: Yes. Please see response to question # 1

27 Any additional subsidies that we need to account for in our pricing? If so, what is the requested amount and for what purpose?

ANSWER: All of the information needed to provide a competitive quote is included in the RFP.

28 Confirm – Net of commissions on all lines

ANSWER: Confirmed.

29 Please provide average LTD lives count by experience year (2017-2021)

ANSWER: Please see Attachment #3 to this Addendum.

30 Please provide an LTD open/closed claims listing from 2017 – current. For any open LTD claims, please provide as much of the following information as possible:

- a. Gender of claimant
- b. DOB and/or age at disability
- c. Date of Disability
- d. Gross benefit amount
- e. Net benefit amount
- f. Total paid to date
- g. Social security approval status
- h. Individual claim reserve amount

ANSWER: Please see Attachment # 6 to this Addendum

31 What was the LTD rate in 2017?

ANSWER: The rate was \$0.162 Yes, 1/1/2018 commissions were removed, rates adjusted accordingly. LTD increased in 2021. No plan changes

32 Copy of a recent billing statement.

ANSWER: Please see Attachment # 5 to this Addendum.

33 Confirm: Current LTD rate is \$0.162 for 2021 plan year.

ANSWER: For 2021 plan year it is \$0.186

34 How many face-to-face visits are included in the EAP plan?

ANSWER: 3 Visits

35 Can we get Term Life experience separated between Basic and Supplemental?

ANSWER: Please see Attachment #s 1 & 2 to this Addendum

36 Please provide a waiver of premium report with face amounts, disabled dates, and approved dates from 2017-present.

ANSWER: Please see Attachment # 3 to this Addendum and Attachment # 10 to the RFP. LWOP is COV code TPD2 on the provided claims run

37 Can we receive a voluntary life cert? So far we only have Basic.

ANSWER: The Standard Life certificate encompasses both Plans. Plan 1 is Basic Life, Plan 2 is Additional Voluntary Life

ADDENDUM ACKNOWLEDGEMENT

BY: _____
PRINT NAME

SIGNATURE

COMPANY NAME: _____



Date of Issuance: July 8, 2021

City of Miramar

Procurement Department

ADDENDUM No. 2

For

RFP No. 21-04-21

Group Life, Accidental Death & Dismemberment, Long Term Disability and Voluntary Life 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 May 17, 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.

This addendum consists of (1) page (s)

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

In addition to the requirements in the RFP for submittal of a formal proposal (page 5) please note the following:

Proposals must be submitted electronically as one combined document in **.pdf format only**, neatly typed with one-inch margins, single line spaced and must be printer ready for 8 ½-inch X 11-inch paper. The .pdf document may be broken up in parts only for the sole purpose to reduce size for those who will submit a proposal to the bids@miramarfl.gov inbox.

ADDENDUM ACKNOWLEDGEMENT

BY: _____
PRINT NAME

SIGNATURE

COMPANY NAME: _____

EXHIBIT “B”

The following terms and conditions were negotiated and shall be made part of the agreement:

- Quarterly webinars led live – please give Contractor advance notice
- Agree to “Ask Standard” days quarterly – please give Contractor advance notice
- Mail post cards for upcoming open enrollment at no cost to the city

Your Employee Benefits Proposal

Prepared for: City of Miramar

Presented by:

Proposal Prepared on:
September 21, 2021

Proposed Effective Date:
January 1, 2022

Life and AD&D Insurance
Dependent Life Insurance
Long Term Disability Insurance

Standard Insurance Company



Life and AD&D Insurance

Handling a Life insurance claim takes a special touch. All of our Life benefits employees complete annual grief training helping them to empathize with beneficiaries and recognize when they need special attention. And we're focused on settling claims quickly: Our median calculation turnaround time in 2018 was 5 days for clean claims and 6 days for all claims (internal company data as of January 2019).

Basic Plan 5: Covered Members

An active employee of the Employer working 20 or more hours per week.

- **Class 1:** Active full-time City Managers
- **Class 2:** Active full-time Non-represented Members
- **Class 3:** Active full-time IAFF Members
- **Class 4:** Active full-time Police Officers
- **Class 5:** Active full-time GAME bargaining unit Members
- **Class 6:** Active part-time Members

	Basic			
	Class 1	Class 2	Class 3	Class 4
Benefit Schedule	1.5 times Annual Earnings	1.5 times Annual Earnings	1 times Annual Earnings	Flat \$100,000
Maximum Benefit	\$330,000	\$280,000	\$100,000	\$100,000
Guarantee Issue	\$350,000	\$350,000	\$350,000	\$350,000
AD&D Benefit	Matches Life Benefit	Matches Life Benefit	Matches Life Benefit	Matches Life Benefit
Age Reduction Schedule	To 67% at age 70 To 45% at age 75	To 67% at age 70 To 45% at age 75	None	None
Employer Contribution	100%	100%	100%	100%
Minimum Participation	100%	100%	100%	100%

	Basic	
	Class 5	Class 6
Benefit Schedule	1.5 times Annual Earnings	Flat \$5,000
Maximum Benefit	\$150,000	\$5,000
Guarantee Issue	\$350,000	\$350,000
AD&D Benefit	Matches Life Benefit	Matches Life Benefit
Age Reduction Schedule	None	To 67% at age 70 To 45% at age 75
Employer Contribution	100%	100%
Minimum Participation	100%	100%

Life Highlights

	Basic
Waiver of Premium	Eligible to age 60 Waived to age 65
Conversion	Included
Portability	Included
Repatriation Benefit	Included
Travel Assistance	Included
Life Services Toolkit	Included

AD&D Highlights

	Basic
Loss of life	100% (including disappearance and exposure)
Loss of both hands, or both feet, or sight of both eyes	100%
Loss of one hand and one foot	100%
Loss of sight of one eye and either one hand or one foot	100%
Loss of one hand or one foot	50%
Loss of sight of one eye	50%
Seat Belt Benefit	AD&D benefit payable up to \$10,000
Air Bag Benefit	AD&D benefit payable up to \$5,000
Family Benefits Package	Included
Portability	Included
Loss of sight of one eye and loss of speech	100%
Loss of sight of one eye and loss of hearing in both ears	100%
Loss of either one hand or one foot and loss of speech	100%
Loss of either one hand or one foot and hearing in both ears	100%
Loss of speech and hearing in both ears	100%
Loss of speech	50%
Loss of hearing in both ears	50%
Loss of thumb and index finger of same hand	25%

AD&D Highlights (continued)

	Basic
Quadriplegia	100%
Hemiplegia	50%
Paraplegia	50%
Occupational Assault Benefit	50% of AD&D benefit up to \$25,000
Public Transportation Benefit	AD&D benefit payable up to \$200,000

Additional Plan Design Details

- For Members in class 1, 2, 3, 4, 5 or 6 that do not smoke with have a Basic Life Insurance Benefit in the amount listed above, plus \$20,000. For such Members, the maximum amounts listed above will also be increased by \$20,000.
- An Accelerated Benefit is included. Terminally ill members may withdraw up to 75% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- If Life is sold with Standard's LTD, then the LTD claim will initiate a claim for Standard's Life Waiver of Premium.
- The Family Benefits Package includes:
 - The Higher Education Benefit reimburses tuition expenses up to \$5,000 per child per year towards a 4-year college education for the deceased's children - not to exceed a cumulative total of \$20,000 or 25% of the AD&D benefit per child, whichever is less.
 - Career Adjustment Benefit reimburses tuition expenses up to \$5,000 per year to help a spouse to return to the workforce after the death of their spouse - not to exceed the cumulative total of \$10,000 or 25% of the AD&D benefit, whichever is less.
 - Child Care Benefit reimburses a family's child care expenses up to \$5,000 per year - not to exceed \$10,000 or 25% of the AD&D benefit, whichever is less.
- A Line of Duty benefit is included which provides an additional AD&D benefit for public safety officers who suffer death or dismemberment in an accident while acting in the line of duty.
- A hand and/or foot that is lost and later surgically reattached will still be considered a loss.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.
- The AD&D Occupational Assistance service is included and provides access to a Workplace Possibilities (SM) Consultant who helps those with a specified accidental dismemberment return to productive work and life.
- All other provisions of the existing plan remain unchanged.

Cost

	Basic
Life	
Members	1,050
Volume	\$107,148,000
Rate: Per \$1,000	.085
Monthly Premium	\$9,108
AD&D	
Members	1,050
Volume	\$107,148,000
Rate: Per \$1,000	.013
Monthly Premium	\$1,393
Total Billed Premium	\$10,501
Rate Guarantee	3 years

Assumptions

- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.
- For Class 1, 2, 6: This is not our customary age-reduction schedule. We assume you have determined that the schedule you requested complies with the ADEA.

Conditions

- Member must be insured under Basic Life in order to be eligible for Basic AD&D
- The elected benefit amount for Basic AD&D must match the benefit amount for Basic Life

More Information

For additional information on the available features and benefits of Life and AD&D Insurance from The Standard, click here:
<http://www.standard.com/group-life-add>

Voluntary Plan 6: Covered Members

An employee of the Employer who retired under the Employer's retirement program.

• **Class 7:** Retired City Managers enrolled in Basic Life

• **Class 8:** All other Retired Members enrolled in Basic Life

	Voluntary	
	Class 7	Class 8
Benefit Schedule	An amount of Life Insurance equal to the combined basic and additional life insurance in effect at the time of your retirement	An amount of Life Insurance equal to the combined basic and additional life insurance in effect at the time of your retirement
Maximum Benefit	\$200,000	\$100,000
Guarantee Issue	\$100,000	\$100,000
Age Reduction Schedule	To 67% at age 70 To 45% at age 75	To 67% at age 70 To 45% at age 75
Employer Contribution	0%	0%
Minimum Participation	Greater of 25% or 10 lives	Greater of 25% or 10 lives

Life Highlights

	Voluntary
Waiver of Premium	Not Included
Conversion	Included
Portability	Included
Repatriation Benefit	Included
Travel Assistance	Included
Life Services Toolkit	Included

Additional Plan Design Details

- An Accelerated Benefit is not included.
- If Life is sold with Standard's LTD, then the LTD claim will initiate a claim for Standard's Life Waiver of Premium.
- Travel Assistance is included and provides assistance with pre-trip planning, medical assistance services, emergency transportation services, travel and technical assistance services and legal referral.
- The Life Services Toolkit is included and helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.
- Waiver of Premium is available upon request.
- All other provisions of the existing plan remain unchanged.

Cost

Voluntary					
Life					
Members	42				
Volume	\$3,069,600				
Rate: Per \$1,000	Lives	Age	Rate:	Volume	Premium
	0	0-29	.054	\$0	\$0
	0	30-34	.072	\$0	\$0
	0	35-39	.090	\$0	\$0
	0	40-44	.153	\$0	\$0
	1	45-49	.261	\$200,000	\$52
	3	50-54	.414	\$250,000	\$104
	5	55-59	.612	\$350,000	\$214
	12	60-64	.900	\$1,110,000	\$999
	9	65-69	1.422	\$549,300	\$781
	5	70-74	2.934	\$344,800	\$1,012
	7	75-999	5.022	\$265,500	\$1,333
Monthly Premium					\$4,495
Rate Guarantee					3 years

Assumptions

- Final rates are subject to change if actual enrollment varies from the assumed enrollment of 25%
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.
- This is not our customary age-reduction schedule. We assume you have determined that the schedule you requested complies with the ADEA.

Conditions

- Until coverage has been in force for two years (one year in Colorado, Missouri and North Dakota), death that results from suicide or other intentionally self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington.
- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
 - Members who are eligible under the current plan but are not enrolled.
 - Individuals who enroll more than 31 days after they are first eligible for coverage.

More Information

For additional information on the available features and benefits of Life Insurance from The Standard, click here:
<http://www.standard.com/group-life-add>

Dependent Life Insurance

Covered Members

Plan 5: Spouse

An active employee of the Employer working 20 or more hours per week.

Plan 5: Child

An active employee of the Employer working 20 or more hours per week.

Plan 6: Spouse

An employee of the Employer who retired under the Employer's retirement program.

	Spouse Plan 5	Spouse Plan 6	Child Plan 5
Benefit Schedule	Increments of \$5,000	Increments of \$5,000	Choice of \$10,000, \$1,000, \$5,000
Maximum Benefit	\$250,000	\$100,000	\$10,000
Minimum Benefit	\$5,000	\$5,000	\$1,000
Guarantee Issue	\$50,000	\$10,000	Full Benefit
Age Reduction Schedule	To 67% at age 70 To 45% at age 75	To 67% at age 70 To 45% at age 75	None
Employer Contribution	0%	0%	0%
Minimum Participation	20%	20%	20%

Life Highlights

	Spouse Plan 5	Spouse Plan 6	Child Plan 5
Conversion	Included	Included	Included
Portability	Included	Included	Included
Waiver of Premium	Not Included	Not Included	Not Included

Additional Plan Design Details

- An Accelerated Benefit is not available for dependents.
- Life insurance for dependents continues automatically, without premium payment, for five months after the death of the insured member.
- All other provisions of the existing plan remain unchanged.

Plan 5

- On the policy effective date, all members (enrolled or eligible) may increase their spouse's benefit amount up to the guarantee issue amount without providing evidence of insurability.
- On the policy effective date, all members (enrolled or eligible) may increase their child's benefit amount up to the guarantee issue amount without providing evidence of insurability.
- Dependents coverage includes child(ren) from live birth through age 25.

Cost

Spouse Plan 5					
Life					
Members	87				
Volume	\$2,779,600				
Rate: Per \$1,000	Lives	Age	Rate:	Volume	Premium
	1	0-29	.054	\$25,000	\$1
	4	30-34	.072	\$120,000	\$9
	3	35-39	.090	\$125,000	\$11
	7	40-44	.153	\$202,500	\$31
	19	45-49	.261	\$722,000	\$188
	17	50-54	.414	\$601,500	\$249
	11	55-59	.612	\$318,500	\$195
	20	60-64	.900	\$598,750	\$539
	4	65-69	1.422	\$41,350	\$59
	1	70-74	2.934	\$25,000	\$73
	0	75-999	5.022	\$0	\$0
Monthly Premium					
					\$1,355
Rate Guarantee					
					3 years

Spouse Plan 6					
Life					
Members	8				
Volume	\$272,500				
Rate: Per \$1,000	Lives	Age	Rate:	Volume	Premium
	0	0-29	.054	\$0	\$0
	0	30-34	.072	\$0	\$0
	0	35-39	.090	\$0	\$0
	0	40-44	.153	\$0	\$0
	1	45-49	.261	\$100,000	\$26
	0	50-54	.414	\$0	\$0
	2	55-59	.612	\$50,000	\$31
	1	60-64	.900	\$50,000	\$45
	2	65-69	1.422	\$50,000	\$71
	0	70-74	2.934	\$0	\$0
	2	75-999	5.022	\$22,500	\$113
Monthly Premium					
					\$286
Rate Guarantee					
					3 years

Child Plan 5	
Elective: Paid by each Member electing coverage	
Life	
Members	150
Rate: Per \$1,000	.045
Rate Guarantee	3 years

Assumptions

- Final Spouse Life rates are subject to change if actual enrollment varies from the assumed enrollment of 32%

Conditions

- Until coverage has been in force for two years (one year in Colorado, Missouri and North Dakota), death that results from suicide or other intentionally self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington.
- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
 - Increases in elected benefit amounts from the current plan to this plan.
 - Individuals who enroll more than 31 days after they are first eligible for coverage.
 - Increases in elected benefit amounts after initial enrollment.
- Member must be enrolled in Basic Life to enroll in the Spouse Life plan.
Plan 5
- Member must be enrolled in Basic Life to enroll in the Child Life plan.
- Spouse Life can't exceed 50% of member's enrolled benefit for Basic Life.
- Child Life can't exceed 100% of member's enrolled benefit for Basic Life.
Plan 6
- Spouse Life can't exceed 100% of member's enrolled benefit for Basic Life.

More Information

For additional information on the available features and benefits of Dependent Life Insurance from The Standard, click here:
<http://www.standard.com/group-life-add>

Covered Members

An active employee of the Employer working 20 or more hours per week.

	Employee
Benefit Schedule	Increments of \$10,000
Maximum Benefit	\$500,000
Minimum Benefit	\$10,000
Guarantee Issue	\$200,000
Age Reduction Schedule	To 67% at age 70 To 45% at age 75
Employer Contribution	0%
Minimum Participation	20%

Life Highlights

	Employee
Waiver of Premium	Not Included
Conversion	Included
Portability	Included

Additional Plan Design Details

- On the policy effective date, all members (enrolled or eligible) may increase their benefit amount up to the guarantee issue amount without providing evidence of insurability.
- An Accelerated Benefit is not included.
- Waiver of Premium is available upon request.
- All other provisions of the existing plan remain unchanged.

Cost

Employee					
Life					
Members	271				
Volume	\$33,649,400				
Rate: Per \$1,000	Lives	Age	Rate:	Volume	Premium
	14	0-29	.054	\$970,000	\$52
	17	30-34	.072	\$1,780,000	\$128
	24	35-39	.090	\$2,760,000	\$248
	30	40-44	.153	\$5,040,000	\$771
	50	45-49	.261	\$9,700,000	\$2,532
	49	50-54	.414	\$5,920,000	\$2,451
	39	55-59	.612	\$4,020,000	\$2,460
	34	60-64	.900	\$2,880,000	\$2,592
	12	65-69	1.422	\$506,900	\$721
	2	70-74	2.934	\$72,500	\$213
	0	75-999	5.022	\$0	\$0
Monthly Premium					\$12,168
Rate Guarantee					3 years

Assumptions

- Final Additional Life rates are subject to change if actual enrollment varies from the assumed enrollment of 26%
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.
- This is not our customary age-reduction schedule. We assume you have determined that the schedule you requested complies with the ADEA.

Conditions

- Additional Life can only be purchased in conjunction with Basic Life.
- Member's Basic Life benefits plus Additional Life benefits may not exceed 8 times annual earnings.
- Until coverage has been in force for two years (one year in Colorado, Missouri and North Dakota), death that results from suicide or other intentionally self-inflicted injury is not covered. This exclusion does not apply to plans written in Washington.
- Except as provided in the Additional Plan Design Details, we require evidence of insurability for:
 - Members who are eligible under the current plan but are not enrolled.
 - Individuals who enroll more than 31 days after they are first eligible for coverage.
 - Increases in elected benefit amounts after initial enrollment.

Proposed Effective Date
January 01, 2022

Prepared for:
City of Miramar



More Information

For additional information on the available features and benefits of Additional Life Insurance from The Standard,click here:
<http://www.standard.com/group-life-add>

Long Term Disability Insurance

Protect your employees' income and your company's bottom line. This insurance comes with innovative resources designed to help you build a more productive workplace. Our Workplace Possibilities(SM) program, included at no extra cost, helps employees stay on the job and return to work sooner. While not all claims can be shortened, our customers are currently experiencing anywhere from a 10% to a 25% reduction in disability days who participate in the Workplace Possibilities Program. That's just one example of how we add real value as your partner.

Covered Members

A regular employee of the Employer working 30 or more hours per week.

- **Class 1:** Non-union Management other than non-union Safety Management Members
- **Class 2:** Non-union Safety Management Members
- **Class 3:** Union Members other than Safety Members
- **Class 4:** Union Safety Members

	Group LTD			
	Class 1	Class 2	Class 3	Class 4
Benefit Schedule	50%	50%	60%	60%
Insured Predisability Earnings (1)	\$10,000	\$10,000	\$8,333	\$8,333
Maximum Monthly Benefit	\$5,000	\$5,000	\$5,000	\$5,000
Minimum Monthly Benefit	\$100	\$100	\$100	\$100
Benefit Waiting Period	90 Days	90 Days	90 Days	90 Days
Maximum Benefit Period	To age 65	To age 65	To age 65	To age 65
Guarantee Issue Benefit Amount	Full Benefit	Full Benefit	Full Benefit	Full Benefit
Employer Contribution	100%	100%	100%	100%
Minimum Participation	100%	100%	100%	100%
Taxability of Benefits	Taxable	Taxable	Taxable	Taxable
Own Occupation Period	24 Months	12 Months	24 Months	12 Months
Partial/Residual Disability	Included	Included	Included	Included
Preexisting Condition Period	3/12	3/12	3/12	3/12
Mental & Nervous Limitation	24 months	24 months	24 months	24 months
Substance Abuse Limitation	24 months	24 months	24 months	24 months
Other Limited Conditions	24 months	24 months	24 months	24 months
Return to Work Incentive	12 months	12 months	12 months	12 months
Employee Assistance Program	Included: 3 face-to-face	Included: 3 face-to-face	Included: 3 face-to-face	Included: 3 face-to-face

Additional Plan Design Details

- The Standard pays the employer's matching FICA and Medicare taxes and prepares W-2s for members receiving LTD benefits.
- The plan includes the Workplace Possibilities(SM) program, an innovative approach to addressing and reducing the causes of absence and disability - with innovative tools and resources designed to help keep your employees productive and on the job.
- This coverage includes a \$25,000 Reasonable Accommodation Expense Benefit, which reimburses employers for workplace modifications that enable employees to return to or remain at work. The Reasonable Accommodation Expense Benefit is separate from the LTD claim payment.
- A Rehabilitation Plan Benefit is included, which increases the LTD benefit amount by 10% of predisability earnings, not to exceed the maximum benefit, when member is participating in an approved rehabilitation plan. This benefit will also assist in paying for approved expenses incurred by a disabled member a part of an approved rehabilitation plan.
- Survivors Benefit pays a lump sum equal to 3 times the non-integrated LTD benefit.
- Continuity of Coverage.
- The limitations included in the policy are combined lifetime limitations.

Cost

	Group LTD
Members	947
Volume	\$5,573,495
Rate: Percent of earnings	.175
Monthly Premium	\$9,754
Rate Guarantee	3 years

Assumptions

- Sick leave pay will not be used as deductible income unless the LTD benefit plus the sick leave pay exceeds 100% of indexed predisability earnings. Only the excess above 100% will be used as deductible income.
- Workers' compensation benefits will be considered deductible income.
- Benefits received from individual disability plans will not be used as deductible income.
- Primary and dependents Social Security benefits will be used as deductible income.
- Rates assume members participate in Social Security and Public Employee Retirement System.
- Rates include electronic documents. Printed certificates are available for an additional cost.
- Rates assume billing is centralized in one location.
- All other provisions of the existing plan remain unchanged.

Conditions

- Life plans 1 and 2 must sell as a package and with the LTD, Voluntary STD, and Supplemental lines.
- Rate assumes that coverage is currently in force.
- Confirmation that you participate in Social Security and Public Employee Retirement System is required.

More Information

For additional information on the available features and benefits of Long Term Disability Insurance from The Standard:

Click here for California: <http://www.standard.com/ca-group-long-term-disability>
Click here for all other states: <http://www.standard.com/group-long-term-disability>



Producer Compensation Disclosure

We recognize the valuable role of insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard.

The commission quoted in this proposal are noted below. Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

No commissions included for Life and LTD.

Override of 1.04 included on Life and LTD. An override is compensation paid in addition to or in lieu of commissions.

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is dependent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit www.standard.com/financial-professional/insurance-benefits/compensation. Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

About This Employee Benefits Proposal

We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or your representative at The Standard.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate policy language from another carrier. The group contract will contain provisions and defined terms not described in this Employee Benefits Proposal. The group contract will control if there are discrepancies between it and this proposal.

This benefit and cost summary proposal expires on December 20, 2021, unless replaced or withdrawn by The Standard.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured and our current underwriting rules and practices.

Financial Strength Ratings

For information about our Financial strengths ratings visit www.standard.com/about

Attachment 1

SCORE SHEET
REQUEST FOR PROPOSALS # 21-04-21
GROUP LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, LONG TERM DISABILITY
AND VOLUNTARY LIFE INSURANCE SERVICES

RANK	PROPOSER	SCORE
1	The Standard Insurance Company	500
2	Metropolitan Life Insurance Company	378.50
	Equitable Advisors	Non-Responsive