

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

Meeting Date: October 13, 2021

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

Prepared By: Randy Cross, HR Director

Temp. Reso. No. 7519, APPROVING A THREE-YEAR AGREEMENT WITH THREE ONE-YEAR RENEWAL OPTIONS BETWEEN THE CITY AND STANDARD INSURANCE COMPANY FOR VOLUNTARY SUPPLEMENTAL INSURANCE SERVICES FOR CITY EMPLOYEES AND DEPENDENTS IN AN AMOUNT NOT-TO-EXCEED \$450,000 FOR CALENDAR YEAR 2022 IN AN AMOUNT NOT-TO-EXCEED \$1,350,000 FOR THE INITIAL TERM OF THE CONTRACT; AUTHORIZING THE HUMAN RESOURCES DIRECTOR TO EXECUTE ALL APPROPRIATE CONTRACT DOCUMENTS. (Human Resources Director Randy Cross)

Item Description: The City provides voluntary supplemental 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. 21-04-20 on May 20, 2021 and received five 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 \$450,000 cost for calendar year 2022. This cost is a complete pass-through cost for employees that elect to participate in the voluntary supplemental insurance program. The agreement is for a term of three years with three, one-year renewal options.

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

Instructions for the Office of the City Clerk: 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: Premiums are 100% employee-paid and funded out of balance sheet account 850-00-000-000-000-202180.

Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7519
 - Exhibit A: Agreement with Standard Insurance Company
 - Attachment 1: RFP 21-04-20 Voluntary Supplemental Insurance Score Sheet



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners
FROM: ^{For} Vernon E. Hargray, City Manager 
BY: Randy Cross, Human Resources Director
DATE: October 7, 2021
RE: Temp. Reso. No. 7519, Voluntary Supplemental Insurance Benefits

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7519, approving and authorizing the execution of an agreement between the City and Standard Insurance Company for employee voluntary supplemental insurance coverage.

ISSUE: City Commission approval is required to authorize a contract with Standard Insurance Company for Voluntary Supplemental Insurance Coverage for City employees and dependents.

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

1. The Hartford Life and Accident Insurance Company
2. Securian Life Insurance Company
3. The Standard Life Insurance Company
4. Metropolitan Life Insurance Company
5. Colonial Life and Accident Insurance Company

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

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

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

- Standard will provide a 4% credit on premium costs which will be used to cover administrative costs.
- Standard will use their enrollers to assist in the open enrollment process.
- Standard will provide an additional \$10,000 to be used towards implementation costs.
- Lower annual rates for all voluntary benefit products.

The final negotiated rate for calendar year 2022 is an amount not to exceed \$450,000. The anticipated amount not-to-exceed for the initial term of the agreement is \$1,350,000. The annual calendar year amount will be included in the annual budget process.

Temp. Reso. No. 7519
10/5/21

**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 TWO ONE-YEAR RENEWAL OPTIONS BETWEEN THE CITY AND STANDARD INSURANCE COMPANY FOR VOLUNTARY SUPPLEMENTAL INSURANCE SERVICES FOR CITY EMPLOYEES AND DEPENDENTS, IN AN AMOUNT NOT-TO-EXCEED \$450,000 FOR CALENDAR YEAR 2022 AND AN AMOUNT NOT-TO-EXCEED \$1,350,000 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 voluntary supplemental insurance coverage for its employees and their dependents; and

WHEREAS, the contract for the City's current provider of voluntary supplemental insurance, Aflac, expires at the end of calendar year 2021; and

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

WHEREAS, a selection committee comprised of City staff and union leadership evaluated the responses and, after short listing and presentations, ranked Standard Insurance Company as the highest ranked, responsive and responsible proposer; and

WHEREAS, staff and Standard Insurance Company negotiated a contract for a term of three years with two, one-year renewal options in an amount-not-to exceed \$450,000 for calendar year 2022 and a total amount not-to-exceed for the initial term of the contract of \$1,350,000; and

Reso. No. _____

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", 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 \$450,000 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.

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. 7519
10/5/21

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

"Exhibit A"

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
STANDARD INSURANCE COMPANY
FOR
VOLUNTARY SUPPLEMENTAL INSURANCE BENEFITS

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, Portland, Oregon 97204 (hereinafter referred to as "Contractor").

WHEREAS, on May 17, 2021 the City issued Request for Proposals No. 21-04-20 ("RFP") for "Voluntary Supplemental 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 fees for the Services as outlined in Section 3-3 of the of the RFP and any negotiated changes agreed upon as shown in Exhibit "B".

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

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

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 asfollows:

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 duplicatepublic records that are exempt or confidential and exempt from public record disclosurerequirements.
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

WITNESS:

By: _____

Print Name: _____

Print Name: _____

Date: _____

Print Name: _____

REQUEST FOR PROPOSALS

VOLUNTARY SUPPLEMENTAL INSURANCE BENEFITS

RFP No. 21-04-20



The City of Miramar City Commission:

**Mayor Wayne M. Messam
Vice Mayor Yvette Colbourne
Commissioner Maxwell B. Chambers
Commissioner Winston F. Barnes
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: Tuesday, June 29, 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 21-04-20 – (Company Name). Do not use 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 21-04-20– (Company Name) – PART 1 and the subject for the second e-mail must be RFP 21-04-20– (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:

Tuesday, June 29, 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 Tuesday, June 29, 2021 at 2:30 P.M. Webex instructions are as follows:

Meeting Link

<https://miramarfl.webex.com/miramarfl/j.php?MTID=mb851f974afd1b2850dfa10865dcd9dec>

Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Access Code 1726 72 8278

Join from a video system or application

Dial [1726728278@miramarfl.webex.com](tel:1726728278)

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial [1726728278.miramarfl@lync.webex.com](tel:1726728278)

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 9:00 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=m4b590b250a8243be20d81cbe7872fe03>

Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

Access Code 1608 45 6759

Join from a video system or application

Dial 1608456759@miramarfl.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business

Dial 1608456759.miramarfl@lync.webex.com

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 or 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 VOLUNTARY SUPPLEMENTAL INSURANCE BENEFITS

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 Voluntary Supplemental Insurance Benefits 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 9:00 AM
(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 07, 2021
Proposals Due to City.....	Tuesday, June 29, 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 voluntary supplemental insurance products to employees and their dependents. The successful proposer will offer benefits equivalent to the current voluntary benefits which includes Accident Insurance, Hospital Indemnity Insurance, Critical Illness, and Disability Insurance. These insurance coverages are currently provided by Aflac. The City is also open to accepting proposals for other supplemental insurance products such as pet insurance.

The City desires to contract with an insurance carrier that offers competitive rates, a high level of customer service and a fully functioning enrollment system to enroll employees in the supplemental insurance products.

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

3-2

CITY AND PROJECT BACKGROUND

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

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

The City is currently in its final year of a multi-year contract with Aflac as the provider for these supplemental products.

3-3

SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

The Successful Proposer shall:

1. Provide a description of the Proposer's customer service representatives, claims staff, and any other staff with a description of their customer service and claims experience and credentials or licensure.
2. Provide a description of the Proposer's entire claims process, including an explanation of the claim notification and the claim submission procedures through to the final resolution of the claim.
3. Include an electronic copy of all forms, including the Explanation of Benefits, utilized by the Contractor for this process on a USB 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, 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 covered groups as identified in the Scope of Services. For this solicitation, the covered groups are active employees, General Association of Management Employees (GAME) Union, Police Benevolent Association (PBA), nonunion employees, COBRA participants and their eligible dependents.
6. Accept Employee and dependent eligibility as defined and determined by the City.
7. Provide quarterly utilization reports to assist with future planning. A detailed annual report should be prepared each year.
8. Agree that the City will not guarantee a minimum number of participants.
9. Agree to a premium rate guarantee for the initial three-year term of the contract.
10. Agree that the City will award a contract under this RFP directly to the carriers 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.
11. Hold an annual open enrollment with no late entrant provisions/penalties to future enrollees regardless of initial selection.
12. Have a 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.

13. Provide minimum of one person to attend all annual open enrollment vendor fairs/meetings (estimated to be approximately 8 to 10 on-site meetings over a two-week period). Meeting schedule will be set by the City.
14. Offer on an electronic enrollment platform. Any application required by the applicant must be presented on such electronic platform that must be serviced and maintained by the successful proposer. In addition, this platform must include an employer portal, allowing easy access to billing, invoices and coverage documents.
15. Update eligibility data within three (3) business days from receipt of such data.
16. Notify the City of any issues arising within one (1) business day from the time of the data upload.
17. Retain all fiduciary responsibilities including but not limited to responsibility for all appeals.
18. 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.
19. 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.
20. 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.
21. Have significant experience administering claims and providing similar services listed in this RFP with groups of 900 employees or more.
22. Accept electronic file transfers from the system of record used by the City of Miramar during open enrollment and as frequently as required for new enrollments, payroll, etc.

3-4

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).

3-5

MANAGEMENT AND PERSONNEL

The Proposer shall include the following information in the Proposal:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. Location of the office where the work on this Project is to be performed.
 - c. Number and nature of the staff to be assigned to this Project on a full-time basis (resumes are preferred).
 - d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).
2. Identify staff who will be assigned to the City's account as primary account manager, claims manager, medical only adjuster, lost-time adjuster, litigation adjuster and nurse case manager and indicate whether each holds any certifications and licenses applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project. Proposer should note whether employees or subcontractor employees.
3. The Successful Proposer must provide details of any legal challenges experienced within the last five (5) years to any written examination, oral review boards, or scenario-based assessment centers. Documents must provide the full legal summary and resulting judgments or disposition.
4. Proposer must be operating as the same business entity for a minimum of 5 years and have been successful in the business of all aspects of supplemental insurance and benefit administrative systems 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 representative providing the reference. This must include three (3) references from current clients and two (2) references from former clients. References must be comparable in size and nature to the City of Miramar (Government References are preferred).

3-6

SILENCE OF SCOPE OF SERVICES

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

3-7

PROPOSAL EVALUATION AND CRITERIA

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

Evaluation Categories	Points
A. Quality, Value and Member Service	20
B. Client Services	20
C. Enrollment Technology	20
D. Proposed Price/Fee structure	30
E. References	10
F. City Local Preference	5
G. 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 services
- Premium Rates
- Performance guarantees
- Multiple Year Rate guarantees
- Excellent Member Services

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

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

Enrollment Technology (Category C) – Ability to enroll employees in selected benefits, process applications, provide enrollment materials, certificates of coverage, manage claims and provide confirmation statements.

Scoring for Price/Fee Structure (Criteria D)

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

Example:

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

Firm "B" cost proposal is \$15,000

Firm “C” cost proposal is \$20,000

Cost Points Available: 25

Calculation:

Firm “A”: Lowest price and receives 25 points

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

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

Scoring for References (Category E):

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

Example 1:

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

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

Example 2:

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

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

**3-8
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 Client Value and Member Services
7. 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.
4. Enrollment Technology

TAB 4: References checks with other clients

Proposer must submit a total of five (5) Reference Questionnaires (See Section 5) completed and signed by company representative 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
VOLUNTARY SUPPLEMENTAL INSURANCE BENEFITS

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. 21-04-20 ("RFP") for "Voluntary Supplemental Insurance Benefits" (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 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. 21-04-20 (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:	
EMAIL: _____	
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____	
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 services and a strong provider network?		
2	How would you rate the experience of the firm's account management and customer services team?		
3	How would you rate the timeliness of the insurance carriers' ability to complete deliverables? i.e. renewals, claim reports, etc.		
4	How would you rate the carrier's overall quality of services?		
5	Would your agency use this carrier to provide insurance services again? (Circle One)	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 services and a strong provider network?		
2	How would you rate the experience of the firm's account management and customer services team?		
3	How would you rate the timeliness of the insurance carriers' ability to complete deliverables? i.e. renewals, claim reports, etc.		
4	How would you rate the carrier's overall quality of services?		
6	Would your agency use this carrier to provide insurance services again? (Circle One)	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. The City desires to have pricing for both individual products and group products. Proposers must provide pricing for both individual products and group products. The City reserves the right to select pricing for individual products **OR** group products for award of points in the evaluation of the RFP.
- B. 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 TO EACH QUESTION MUST BE LESS THAN 200 WORDS

Company Information, Insurance Ratings/Financials

1. Please provide your most recent rating information:

Rating Agency	Rating Assigned	Date last affirmed	Comments
A.M. Best			
S&P			
Moody's			
Fitch			
Dun and Bradstreet			
The Street.com Ratings (formerly Weiss)			

2. Please provide an electronic copy of your firm's most recent audited financial statement or annual report, SOC 1 and SOC 2 report and SSAE 18 Report.
3. The City of Miramar will not provide any indemnity in favor of your firm. Please confirm that you agree to indemnify and hold the City of Miramar harmless for your firm's negligence or for your firm's failure to perform as outlined in this agreement.
4. Provide the legal name and address of your company.
5. Please provide a brief history of your organization including how many years your company has been providing voluntary insurance products and benefit enrollment services to employers.
6. Please provide a general description of size and assets of the organization.
7. List all impartial service, industry, or other ratings and/or reports regarding your company.
8. Experience and reliability of the proposer's organization are considered in the evaluation process. Therefore, the proposer is advised to submit any information that exhibits successful and reliable experience in past performances, especially those performances related to the requirements of this RFP. Specifically, please provide any information which demonstrates extensive experience with accounts of this size, or with other public sector accounts.
9. How long has your company been providing voluntary benefits?
10. What other relevant services do you provide along with your voluntary benefits that would be of value to an employer?

11. In what states is your company licensed to do business? Are all the proposed plans approved in the state of Florida?
12. Briefly describe any services the firm offers that could help save our HR department time and resources.
13. How do you ensure that your agents sell employees only what they need and do not oversell?
14. Please confirm enrollers will only offer the coverages the City of Miramar agrees to offer and not try to add additional products at the time of sale.

Public Sector Specific Questions

15. Describe your company's depth and experience in the public sector market.
16. Briefly describe any experience you have with public sector organizations that lend you extensive knowledge to working with the public sector.
17. Number of in force voluntary benefits clients?
18. Average size of client by number of total employees?
19. Please confirm your understanding that the City of Miramar is not bound by ERISA.

Benefits Communications and Enrollment

20. Will your firm serve as the system of record for voluntary benefit plan enrollment?
21. If your firm will / cannot service as system of record for enrollment, do you have a partner firm who performs such function? If so, who is this partner?
22. Are the fees for this partner's system of record services included in your proposed premium rates?
23. What assistance does your firm provide in billing reconciliation?
24. Describe how your firm handles billing reconciliation for missed/short deductions.
25. Is electronic funds transfer available?
26. What are the proposer's standards and results for accuracy and timeliness of billing?
27. How does the vendor handle shortages in deductions? (ex. due to leave of absence)
28. Is a toll-free number available for billing issues? If so, confirm number and the hours of service?
29. What are your firm's payroll interface requirements?
30. If an employee cancels coverage, provide process details and include how City of Miramar HR/administration team will be notified.
31. When does an employee's coverage end due to termination of employment?
32. If an employee leaves the City of Miramar for any reason, including retirement, describe the portability/continuation process.
33. Will the employee receive information for direct billing to their home or will the covered employee need to contact your firm?
34. Will coverage continue at the same rates?
35. List any continuation duration limitations or any exclusions.
36. Can employees continue coverage if the group policy is cancelled?

37. Can the coverage amount be increased while an employee is out on leave?
38. Among major Benefit Administration providers, with whom does your firm have existing relationships?
39. Describe your firm's management reporting capabilities in detail. Provide confirmation of all standard available reports. Attached and name the document: "[Your Firm's Name] _Billing Reports".
40. Please provide a detailed description of your expertise in providing benefits communication and enrollment programs.
41. Do you provide the same services for our core benefit program as you would for the benefits you offer? This description should include your recommendations for the benefits communication and/or enrollment process.
42. Proposers shall submit as a part of their Proposal a preliminary implementation plan. The plan should consist of a sequential listing of all steps necessary to provide the requested services and who is responsible.
43. Please advise as to the location, telephone number and manager of the company's local and regional office which would oversee our account. Preference will be given to proposers with local support staff and offices.
44. Describe how the enrollment will be organized and managed. Describe the resources necessary to accomplish the purpose of the benefits enrollment, including but not limited to local insurer support staff.
45. Should the City be interested in utilizing enrollers, please describe the qualifications and training of the enrollers who would potentially meet with employees.
46. Do they have experience with public sector enrollments?
47. Will it be necessary to significantly increase your staff in order to fulfill this contract?
48. Describe the formal training program and infrastructure you have in place for your enrollers.
49. The City of Miramar prefers a provider who can help show employees what we provide for them in the area of benefits, so they can better appreciate those benefits and the **City's financial** contributions to them. What communication and/or enrollment services make your firm's proposal uniquely attractive in this regard?
50. Describe the communication pieces your firm provides to assist in the enrollment process. Specifically, we are interested in providing each employee:
 - a. Videos
 - b. Flyers
 - c. Email blast templates
 - d. A benefit statement
 - e. A salary illustration
 - f. An electronic election form or confirmation statement
51. Include a sample communication plan and samples of the communication material you will provide for employees.
52. How does your organization plan to enroll employees?

- a) Face to Face?
 - b) Group meetings with Individual Follow-up (weekly staff meetings are held at each school)?
 - c) Electronic Enrollments
 - a. Proposers are required to provide in their proposals a description of the proposer's Internet -based uses and any recommendations for electronic enrollment services including recommendations concerning appropriate uses of Internet based enrollment or enrollment support activities.
 - b. For purposes of collecting enrollment data, the contractor should make available a computer application that is fully developed, tested, and successfully installed. What are the costs associated with supporting your enrollment system?
 - c. The proposer should provide detail regarding their experience in designing, implementing, administering, managing and maintaining electronic enrollment services. How do you maintain data security? What fee(s) are charged for these services?
53. Are your enrollers paid salary or commission based?
 54. Please describe your multi-location/multi-state enrollment capabilities.
 55. Please confirm you are agreeing to visit multiple locations identified by the City which may include up to 20 sites.
 56. The City of Miramar cannot offer mandatory meetings. Please confirm your offering does not include mandatory meetings.
 57. Are you proposing any incentives to assist with enrollment or meeting with enrollers for employees? Please specify. Is this the only means to enroll?
 58. What is your plan for managing ongoing enrollment of new hires throughout the year?
 59. How will the enrollment information be managed?
 60. Can your organization work with Munis from Tyler Technologies to provide deduction files for the City?
 61. Please describe your customer service department. Do you provide a toll-free number? What are your hours of operation? Please describe services available to plan administrators as well as policyholders.
 62. Will there be a dedicated account manager to handle implementation and ongoing service items?
 63. Please provide the goals and expectations you set for your service departments (i.e., how quickly do you answer the phone, how quickly do you pay claims, etc.)?

Voluntary Benefits Program

64. Please describe the voluntary benefits you propose to offer to our employees. The City currently offers Critical Illness, Hospital indemnity, Accident and Short-Term Disability plans.
65. How often do you change the rates on your plans (for potential new employees coming onto the plan, not existing policies)?
66. Are proposed rates composite or age banded?

67. Please confirm the rate at the member's age at time of purchase remains in effect throughout the duration of the policy. If not, how often are rates changed?
68. What riders are available on each of the products proposed?
69. Are the plans individual contracts? Group?
70. Are your proposed products portable? Are they guaranteed-renewable?
71. Is any guaranteed issue available with the proposed plans?
72. Please clearly outline your addition and termination process relating to purchased policies. (effective date of new policies, when coverage terms, etc.)
73. Where are claims processed?
74. Do you have a call center to support plan administrators and policyholders? Are the employees "company" employees or outsourced?
75. What are your claim submission procedures?
76. What is your claim turnaround time?
77. Please describe what type of administrative services and support you would provide for each of the voluntary benefit plans. Include billing options and administrative support. Also include what type of Internet-based customer service would be available. Please be very specific in this area as to what you can and cannot do.
78. Please provide copies of the actual service reports that are made available to all your customers regarding your services. How often are these updated?
79. Please provide results from employer satisfaction surveys conducted by third-party sources. How often do you perform satisfaction surveys with your employer customers?
80. Please provide detailed information on fees associated with the requested administration, communication and enrollment services described.
81. For each voluntary plan you are proposing, include benefits, rates, exclusions, etc. regarding your plan. Include the pricing for any Riders.
82. Do you require a census to quote on the voluntary plans?
83. Describe your ongoing quality measures for training your enrollers.
84. List & provide samples of all management and administrative reports you generate as part of the enrollment process. Please indicate frequency of reports.

Claims

85. 1. What is the volume that your company paid in claims last year?
86. 2. What was your average time to complete claims payment (in days), (not the goal of claim turnaround, but actual claim turnaround)?
87. 3. Please list any 3rd party accolades that pertain to timely and fair claims payment?

SECTION 6 ATTACHMENTS

The following documents are attached to provide additional information

Attachment 1 Benefit Summaries for current plan offerings



Date of Issuance: May 24, 2021

City of Miramar

Procurement Department

ADDENDUM No. 1

For

RFP No. 21-04-20

VOLUNTARY SUPPLEMENTAL INSURANCE BENEFITS

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 (1) page (s)

Employee Census with Zip Codes

This addendum is being issued to provide Full Employee Census with Zip Codes. Please see Attachment 1 to this Addendum No. 1

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: _____



Your Group Accident Insurance Proposal

Prepared for: City of Miramar

Presented by: n/a

Proposal prepared on:

September 29, 2021

Proposal effective date:

January 1, 2022

Standard Insurance Company

Accident Insurance

Nobody plans to have an accident - and most people don't budget for one, either. Accident insurance helps your employees pay for out-of-pocket expenses medical insurance won't cover. If an employee's covered child gets injured while participating in an organized sport, we'll pay an additional 25 percent of the total benefit owed. It's an affordable way for employees to make sure they can keep their financial lives moving in the right direction.

Covered Members

A regular employee of the employer working 20 hrs per week in the United States.

Class Definition: All eligible

	Premier
Minimum Employee Participation	10 Lives
Policy Situs State	FL
Type of Coverage	24 hr
Age eligible for coverage	18–99 for Employee, Spouse Birth to age 26 for children
Termination Age	None for Employee, Spouse 26 for children

Plan Design

Emergency Care	Premier
Air Ambulance	\$1,500
Blood, Plasma, Platelets	\$600
Emergency Dental (Crown)	\$350
Emergency Dental (Extraction)	\$150
Emergency Room Benefit	\$600
Ground Ambulance	\$600
Initial Physician's Office	\$600
Major Diagnostic Exam	\$400
Urgent Care	\$600
X-Ray	\$400
Specific Injury	Premier
Burns, 2nd degree, <15%	\$500
Burns, 2nd degree, >15%	\$1,500

Proposed Effective Date:

Presented By:

Prepared For:

January 1, 2022

n/a

City of Miramar



Plan Design

Specific Injury	Premier
Burns, 3rd degree, <15%	\$7,500
Burns, 3rd degree, >15%	\$12,500
Coma	\$15,000
Concussion	\$600
Eye Injury	\$300
Lacerations, < 2"	\$100
Lacerations, 2" - 6"	\$400
Lacerations, > 6"	\$800
Skin Graft	50% of Burn Benefit
Fractures Non-Surgical/Surgical	Premier
Ankle, Arm, Collarbone, Elbow, Foot, Hand, Kneecap, Lower Jaw, Shoulder blade, Sternum, Wrist	\$650/\$1,300
Bones of Face, Coccyx, Nose, Vertebrae	\$750/\$1,500
Finger, Toe	\$200/\$400
Hip	\$3,000/\$6,000
Leg (hip to knee)	\$3,000/\$6,000
Leg (knee to ankle), Pelvis, Vertebral Column	\$1,700/\$3,400
Rib	\$500/\$1,000
Skull (depressed)	\$5,250/\$10,500
Skull (non-depressed)	\$2,000/\$4,000
Chip Fracture	25% of Non-Surgical Fracture Amount
Dislocations	Premier
Ankle, Collarbone (Sternoclavicular), Elbow, Foot, Hand, Lower Jaw, Shoulder, Wrist	\$1,000/\$2,000
Collar Bone (Acromioclavicular)	\$500/\$1,000
Finger, Rib, Toe	\$200/\$400
Hip	\$3,500/\$7,000
Knee	\$1,000/\$2,000
Spine	\$500/\$1,000
Partial Dislocation	25% of Non-Surgical Dislocation Amount
Surgical Benefits	Premier

continued

Plan ID: 2

Rating Request: 2434757

Standard Insurance Company

3

Proposed Effective Date:

Presented By:

Prepared For:

January 1, 2022

n/a

City of Miramar



Plan Design

Surgical Benefits

Premier

Knee Cartilage Repair	\$1,000
Knee Cartilage Exploratory Surgery	\$250
Tendon, Ligament, Rotator Cuff Repair of One	\$1,000
Tendon, Ligament, Rotator Cuff Repair of Two or More	\$1,500
Tendon, Ligament, Rotator Cuff Exploratory Surgery	\$250
Ruptured Disk, Repair	\$1,000
Exploratory Abdominal/Thoracic Surgery	\$400
Laparoscopic Repair Abdominal/Thoracic Surgery	\$1,000
Open Repair Abdominal/Thoracic Surgery	\$2,000
Surgical Facility (Outpatient)	\$500

Hospital

Premier

Critical Care Unit Admission	\$2,500
Daily Rehabilitation Facility (up to 90 days per accident)	\$150/day
Daily Critical Care Unit Confinement (up to 31 days)	\$700/day
Daily Hospital Confinement (up to 365 days)	\$700/day
Hospital Admission	\$2,500

Follow-Up Care

Premier

Medical Appliance	\$600
Chiropractic	\$125 up to 3 days
Accident Follow-Up Treatment	\$450 up to 3 days
Hearing Device	\$600
Prosthesis, One	\$1,000
Prostheses, Two or more	\$2,000
Therapy Services	\$450 up to 6 days

Additional Benefits

Premier

Lodging (up to 30 days per accident)	\$200/per day
Transportation (up to 30 days per accident)	\$1250/per day

continued

Plan ID: 2

Rating Request: 2434757

Standard Insurance Company

4

Proposed Effective Date:**Presented By:****Prepared For:**

January 1, 2022

n/a

City of Miramar



Plan Design

Accidental Death & Dismemberment

Premier

Accidental Death - Employee	\$200,000
Accidental Death - Spouse	\$100,000
Accidental Death - Child	\$50,000
Common Carrier	100% of Accidental Death
Line of Duty	100% of Accidental Death and Dismemberment
Loss of 2 or more fingers or toes	5% of Accidental Death
Loss of one finger or one toe	2% of Accidental Death
Loss of Both Hands, or Both Feet	30% of Accidental Death
Loss of Sight for Both Eyes	30% of Accidental Death
Loss of Hearing of Both Ears	30% of Accidental Death
Loss of One Hand or One Foot	15% of Accidental Death
Loss of One Hand and One Foot	30% of Accidental Death
Loss of Sight in One Eye	15% of Accidental Death
Loss of Hearing in One Ear	15% of Accidental Death

Accidental Impairment

Premier

Uniplegia	15% of Accidental Death
Paraplegia, Triplegia, or Hemiplegia	30% of Accidental Death
Quadriplegia	50% of Accidental Death
Seatbelt Benefit	10% of Accidental Death
Airbag Benefit	10% of Accidental Death
Helmet Benefit	10% of Accidental Death
Repatriation Benefit	10% of Accidental Death

continued

**Additional Plan Design Details:**

- A Youth Organized Sports benefit is included with EE+CH and Family coverage. If a covered child 18 age or younger is injured while playing an organized sport, the Standard pays an additional 25% of the total benefits for treatment received.
- If multiple fractures and/or dislocations are sustained in a covered accident, the Standard pays for each fracture and/or each dislocation.
- Critical Care Admission and Critical Care Confinement pay in addition to the Hospital Admission and Hospital Confinement daily benefit.
- Line of Duty Benefit provides an additional 100% of the accidental death, accidental dismemberment benefit, or accidental impairment benefit for public safety officers (police officers, firefighters, corrections officers, judicial officers and officially recognized or designated volunteer firefighters).
- Portability is automatically included. Employees who terminate employment or no longer meet the Member definition are able to take their accident coverage with no change in coverage or rates. Coverage that is ported will end when the group policy terminates.
- Benefits paid under the Accident Insurance policy when purchased with employee post-tax income are excluded from claimant gross income under current federal tax law.
- 24 hour - Coverage includes accidents that occur anytime, including work related accidents.

continued

Proposed Effective Date:**Presented By:****Prepared For:**

January 1, 2022

n/a

City of Miramar

**Cost**

	Rollup: Monthly Premium
	Premier
Employee	\$15.73
Employee and Spouse	\$24.64
Employee and Child(ren)	\$29.60
Employee and Family	\$46.40
Includes the following benefits:	
Health Maintenance Screening Benefit	\$50 Benefit

- Auto-pay is available for the Health Maintenance Screening benefit when covered screenings are completed by employees at their employer's Health Fair.
- The Health Maintenance Screening Benefit pays an annual benefit when the insured receives one of the twenty-two covered health screening tests, including novel infectious disease testing (including COVID-19), lipid panel, mammography, and colonoscopy.
- To convert monthly rates to deductions, multiply by twelve, then divide by the number of deductions per year and round to two decimals.

continued



Assumptions

- No Underwriting required.
- Proposal assumes normal level commissions.
- This proposal assumes 1050 eligible lives.

Conditions

- Minimum of 10 lives required.
- The proposed rates are guaranteed for 36 months.
- No competing Accident plan will be offered on payroll deduction.
- Proposed rate includes electronic documents.
- New hires will be enrolled on a perpetual basis.

Exclusions

Benefits are not payable if the accident was caused or contributed by the following:

- War or act of war.
- Suicide or other intentionally self-inflicted Injury, while sane or insane.
- Committing or attempting to commit an assault, felony, act of terrorism, or actively participating in a violent disorder or riot.
- The voluntary use or consumption of any poison, chemical compound, drug, or alcohol in excess of the legal limit in the state in which the accident occurred, unless used or consumed according to the directions of a health care provider.
- Sickness existing at the time of the accident, including any medical or surgical treatment or diagnostic procedure for a sickness.
- Travel or flight in or on any aircraft (certain exceptions apply, including as a fare paying passenger on a regularly scheduled commercial flight).
- Engaging in mountain climbing, caving, heli-skiing, boxing, full contact martial arts, bungee jumping, parachuting, base jumping, skydiving, hang gliding, sail gliding, parasailing, kitesurfing, kiteboarding or scuba diving.
- Practicing for, or participating in, any semi-professional or professional competitive athletic contests.
- Routine eye exams and dental procedures other than a crown or extraction for a tooth or teeth as a result of a covered accident.
- Riding in or driving any automobile in a race, stunt show, or speed test.
- Cosmetic surgery, unless such surgery or procedure is necessary to correct a deformity or restore bodily function resulting from covered accident.
- Any accident which arises out of or in the course of the insured's incarceration in a jail, penal, or correctional institution.

continued



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.

Normal commission scale (<https://www.standard.com/financial-professional/insurance-benefits/compensation>) included for Accident Insurance.

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 <https://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 Tuesday, December 28, 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.

Standard Insurance Company Financial Strength Ratings

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

This is a limited benefit policy.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company, 1100 SW 6th Avenue, Portland, Oregon, 97204 in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.



Your Group Critical Illness Insurance Proposal

Prepared for: City of Miramar

Presented by: n/a

Proposal prepared on:

Wednesday, September 29, 2021

Proposal effective date:

Saturday, January 1, 2022

Standard Insurance Company

Proposed Effective Date:

January 1, 2022

Presented By:

n/a

Prepared For:

City of Miramar



Group Critical Illness Insurance

Medical insurance alone can't stop a major diagnosis from draining an employee's finances. Copays, deductibles, alternative treatments — these unexpected expenses add up quickly. Critical Illness insurance gives your employees an affordable option for easing the financial burden that can come with a serious illness. Under this plan, children are covered automatically at no extra cost.

Covered Members

A regular employee of the employer working 20 hrs per week in the United States.

Class Definition: All eligible

Plan Design

Plan Level	Premier
Covered Critical Illnesses	<ul style="list-style-type: none">• Cancer• Carcinoma In Situ• End-stage Renal (Kidney) Failure• Major Organ Failure• Myocardial Infarction (Heart Attack)• Severe Coronary Artery Disease with Recommendation of Bypass• Stroke• Coma• Paralysis• Loss of Hearing, Sight, or Speech• Occupational Hepatitis• Occupational HIV• Advanced Alzheimer's Disease• Advanced Multiple Sclerosis• Advanced Parkinson's Disease• Amyotrophic Lateral Sclerosis• Benign Brain Tumor• Bone Marrow Transplant• 21 childhood diseases¹
Family Coverage	Employee/Child(ren), Spouse

continued

Plan ID: 2

Rating Request: 2434757

2

Standard Insurance Company

Proposed Effective Date:

January 1, 2022

Presented By:

n/a

Prepared For:

City of Miramar



Plan Level	Premier
Termination Age	None for Employee, Spouse / 26 for children.
Ages eligible for coverage	18 - 99 for Employee, Spouse / Birth to age 26 for children
Additional Occurrence Benefit - separation period	90 days after the preceding critical illness.
Coverage Amount: Employee	\$5,000 to \$30,000 in \$5K increments
Coverage Amount: Spouse	\$5,000 to \$30,000 in \$5K increments
Rates	Attained Age, Unisex, Tobacco Distinct
Guarantee Issue (Employee)	\$30,000
Guarantee Issue (Spouse)	\$30,000
Guarantee Issue (Children)	50% of the Employee Amount
Annual Open Enrollment	Included
Minimum Participation	10 Lives
Employer Contribution	0%

continued

Plan ID: 2

Rating Request: 2434757

Proposed Effective Date:**Presented By:****Prepared For:**

January 1, 2022

n/a

City of Miramar



Plan Level	Premier
Policy Situs State	FL
Pre-existing Condition	None
Health Maintenance Screening Benefit	\$50 per insured per calendar year.
Portability	Included
Reoccurrence	100%
Reoccurrence Treatment-Free Period	12 months

*Carcinoma in situ and Severe Coronary Artery Disease with Recommendation of Bypass are paid at 25% of the coverage amount. All other critical illnesses are paid at 100% of the coverage amount unless otherwise indicated.

continued

Plan ID: 2

Rating Request: 2434757

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Standard Insurance Company



Additional Plan Design Details:

- ¹Covered Child critical illness: Anal Atresia, Anencephaly, Biliary Atresia, Cerebral Palsy, Cleft Lip or Cleft Palate, Club Foot, Coarctation of the Aorta, Cystic Fibrosis, Diaphragmatic Hernia, Down's Syndrome, Gastroschisis, Hirschsprung's Disease, Hypoplastic Left Heart Syndrome, Infantile Hypertrophic Pyloric Stenosis, Muscular Dystrophy, Omphalocele, Patent Ductus Arteriosus, Spina Bifida Cystica with Myelomeningocele, Tetralogy of Fallot, Transposition of the Great Arteries.
- Spouse Coverage cannot exceed 100% of the Employee Amount.
- The diagnosis of a covered critical illness must occur while the insured is covered under the group policy. Benefits will not be paid for a diagnosis that occurs prior to the effective date.
- Benefits paid under the Critical Illness Insurance policy when purchased with employee post-tax income are excluded from claimant gross income under current federal tax law.
- Evidence of insurability is not required at initial enrollment or during the annual open enrollment period. Members and spouses that do not enroll when they are first eligible may enroll during the annual open enrollment period.
- Portability is automatically included. Employees are able to take their Critical Illness coverage with no change in coverage.
- Additional Occurrence Benefit: The amount payable for any additional covered critical illness that is different and subsequent to an initial critical illness is 100% of the coverage amount.
- Reoccurrence Benefit: If a critical illness benefit is payable and there is a subsequent diagnosis or recommendation for the same critical illness, a reoccurrence benefit is payable if the insured has been continuously insured under the group policy between the initial and subsequent diagnosis or recommendation, and completes the applicable treatment free period noted in the table above.
- Health Maintenance Screening Benefit: Auto-pay is available for covered screenings completed by employees at their employer's Health Fair.
- The Health Maintenance Screening Benefit pays an annual benefit when the insured receives one of the twenty-two covered health screening tests, including novel infectious disease testing (including COVID-19), lipid panel, mammography, and colonoscopy.
- Additional services available through Health Advocate, including access to specialists for a second opinion upon approval of a covered claim.
- If replacement coverage, the following will be required:
 - Current plan certificate.
 - Plan inventory/census showing who is currently enrolled and coverage amount.
 - Current benefit amounts may need to be reviewed for eligibility to be carried forward to this plan.

continued

Proposed Effective Date:

January 1, 2022

Presented By:

n/a

Prepared For:

City of Miramar



continued

Plan ID: 2

Rating Request: 2434757

Proposed Effective Date:

Presented By:

Prepared For:

January 1, 2022

n/a

City of Miramar



Attained Age Monthly Premiums - Premier

Employee

Non-Tobacco

	18-29	30-39	40-49	50-59	60-69	70+
\$5,000	\$1.55	\$2.25	\$4.40	\$8.70	\$15.45	\$27.15
\$10,000	\$3.10	\$4.50	\$8.80	\$17.40	\$30.90	\$54.30
\$15,000	\$4.65	\$6.75	\$13.20	\$26.10	\$46.35	\$81.45
\$20,000	\$6.20	\$9.00	\$17.60	\$34.80	\$61.80	\$108.60
\$25,000	\$7.75	\$11.25	\$22.00	\$43.50	\$77.25	\$135.75
\$30,000	\$9.30	\$13.50	\$26.40	\$52.20	\$92.70	\$162.90

Tobacco

	18-29	30-39	40-49	50-59	60-69	70+
\$5,000	\$1.60	\$2.70	\$6.60	\$15.85	\$32.25	\$57.10
\$10,000	\$3.20	\$5.40	\$13.20	\$31.70	\$64.50	\$114.20
\$15,000	\$4.80	\$8.10	\$19.80	\$47.55	\$96.75	\$171.30
\$20,000	\$6.40	\$10.80	\$26.40	\$63.40	\$129.00	\$228.40
\$25,000	\$8.00	\$13.50	\$33.00	\$79.25	\$161.25	\$285.50
\$30,000	\$9.60	\$16.20	\$39.60	\$95.10	\$193.50	\$342.60

Spouse

Non-Tobacco

	18-29	30-39	40-49	50-59	60-69	70+
\$5,000	\$1.55	\$2.25	\$4.40	\$8.70	\$15.45	\$27.15
\$10,000	\$3.10	\$4.50	\$8.80	\$17.40	\$30.90	\$54.30
\$15,000	\$4.65	\$6.75	\$13.20	\$26.10	\$46.35	\$81.45
\$20,000	\$6.20	\$9.00	\$17.60	\$34.80	\$61.80	\$108.60
\$25,000	\$7.75	\$11.25	\$22.00	\$43.50	\$77.25	\$135.75
\$30,000	\$9.30	\$13.50	\$26.40	\$52.20	\$92.70	\$162.90

Tobacco

	18-29	30-39	40-49	50-59	60-69	70+
\$5,000	\$1.60	\$2.70	\$6.60	\$15.85	\$32.25	\$57.10
\$10,000	\$3.20	\$5.40	\$13.20	\$31.70	\$64.50	\$114.20
\$15,000	\$4.80	\$8.10	\$19.80	\$47.55	\$96.75	\$171.30
\$20,000	\$6.40	\$10.80	\$26.40	\$63.40	\$129.00	\$228.40
\$25,000	\$8.00	\$13.50	\$33.00	\$79.25	\$161.25	\$285.50

continued

Plan ID: 2

Rating Request: 2434757

Proposed Effective Date:
January 1, 2022

Presented By:
n/a

Prepared For:
City of Miramar



\$30,000	\$9.60	\$16.20	\$39.60	\$95.10	\$193.50	\$342.60
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continued

Proposed Effective Date:**Presented By:****Prepared For:**

January 1, 2022

n/a

City of Miramar



Annual Rate per \$1000		
Premier		
Age Band	Non-Tobacco	Tobacco
18 - 29	\$3.72	\$3.84
30 - 39	\$5.40	\$6.48
40 - 49	\$10.56	\$15.84
50 - 59	\$20.88	\$38.04
60 - 69	\$37.08	\$77.40
70+	\$65.16	\$137.04

* Displayed rates apply to Employee or Spouse

To convert annual rates to deductions, multiply by units of coverage, divide by the number of deductions per year and round to the nearest penny.

continued

Plan ID: 2

Rating Request: 2434757

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Standard Insurance Company



Assumptions

- Rate assumes a 36 month rate guarantee.
- Proposal assumes level commissions.
- Proposal assumes coverage is currently in force with another carrier.
- This proposal assumes 1050 eligible lives.
- Employee age and tobacco status used for spouse rates.

Conditions

- Minimum of 10 lives required. If the minimum 10 lives is not met, the case will not be enrolled.
- Proposed rate includes electronic documents. Printed certificates are available at an additional cost.
- New hires will be enrolled on a perpetual basis.
- No competing critical illness plan will be offered on payroll deduction.
- Continuity of Coverage is included.

Exclusions and Limitations

Benefits are not payable if a critical illness is caused or contributed to by any of the following:

- War or act of war.
- Attempted suicide or other intentionally self-inflicted Injury, while sane or insane.
- Committing or attempting to commit an assault, felony, act of terrorism, or actively participating in a violent disorder or riot.
- The voluntary use or consumption of any poison, chemical compound, drug, or alcohol in excess of the legal limit in the state in which the critical illness occurred, unless used or consumed according to the directions of a Physician.
- Elective surgery or other procedure which:

Does not promote the proper function of the body or prevent or treat sickness or injury.

Is directed at improving the insured's appearance, unless such cosmetic surgery or procedure is necessary to correct a deformity resulting from a congenital abnormality or disfigurement.

This exclusion will not apply to a critical illness caused or contributed to by donation of an organ or tissue.

continued



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.

Normal commission scale (<https://www.standard.com/financial-professional/insurance-benefits/compensation>) included for critical illness insurance.

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 <https://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.

continued



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 Tuesday, December 28, 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.

Standard Insurance Company Financial Strength Ratings

For information about our financial strength ratings visit www.standard.com/about.

This is a limited benefit policy.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company, 1100 SW 6th Avenue, Portland, Oregon, 97204 in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.



Your Group Hospital Indemnity Insurance Proposal

Prepared for: City of Miramar

Presented by: n/a

Proposal prepared on:

Wednesday, September 29, 2021

Proposal effective date:

Saturday, January 1, 2022

Standard Insurance Company

Proposed Effective Date:**Presented By:****Prepared For:**

January 1, 2022

n/a

City of Miramar



Hospital Indemnity Insurance

A trip to the hospital can be costly — and most people are surprised to learn that they are responsible for a good portion of the bill. Hospital Indemnity insurance provides a direct benefit in the event of a hospitalization, regardless of treatment costs or other insurance coverage. It's an affordable way for employees to protect themselves from rising health care costs.

Covered Members

A regular employee of the employer working 20 hrs per week in the United States.

Class Definition: All eligible

Plan Design

	Plan 1
Hospital Confinement Benefit	\$100/Day
Number of Covered Days per Hospital	31 Days
Hospital Admission	\$500/Calendar year
Critical Care Unit (CCU) Confinement - Pays in addition to Hospital Confinement	\$100/Day
Number of Covered Days per CCU	10 Days
Health Maintenance Screening	\$50
Annual Open Enrollment	Included
Policy Situs State	FL
Pre-existing Limitation	None
Ages eligible for coverage	18-99 for Employee, Spouse Birth to age 26 for children
Termination age	None for Employee, Spouse 26 for children

Plan ID: 2

Rating Request: 2434757

Standard Insurance Company

2

Proposed Effective Date:

January 1, 2022

Presented By:

n/a

Prepared For:

City of Miramar



Additional Plan Design Details:

- Portability is automatically included. Employees are able to take their Hospital Indemnity coverage with no change in coverage.
- Benefits paid under the Hospital Indemnity insurance policy when purchased with employee post-tax income are excluded from claimant gross income under current federal tax law.
- Evidence of insurability is not required at initial enrollment or during the annual open enrollment period. Members and dependents that do not enroll when they are first eligible may enroll during the annual open enrollment period.
- Plans that include the Hospital Confinement and/or CCU Confinement Benefit are compatible with an Health Savings Account (HSA). Plans that include the Hospital Admission Benefit and/or CCU Admission Benefit may not be compatible with an HSA. Consult your tax advisor for advice.
- Critical Care Confinement pays in addition to the Hospital Confinement benefit.
- Provides coverage for injuries and illnesses, including pregnancy.

continued

Proposed Effective Date:

January 1, 2022

Presented By:

n/a

Prepared For:

City of Miramar



Costs

Rollup		Monthly Premium
Benefit		Plan 1
Daily CCU Confinement Benefit		\$100/Day
Daily Hospital Confinement		\$100/Day
HMS Benefit		\$50 Benefit
Hospital Admission Benefit		\$500/Calendar year
		Base Coverage: Monthly Premium
		Plan 1
Employee		\$6.30
Employee and Spouse		\$10.94
Employee and Child(ren)		\$9.16
Employee and Family		\$16.12

- The Health Maintenance Screening Benefit pays an annual benefit when the insured receives one of the twenty-two covered health screening tests, including novel infectious disease testing (including COVID-19), lipid panel, mammography, and colonoscopy.
- Auto-pay is available for the Health Maintenance Screening benefit when covered screenings are completed by employees at their employer's Health Fair.

continued

Plan ID: 2

Rating Request: 2434757

Standard Insurance Company

4



Assumptions

- New hires will be enrolled on an perpetual basis.
- Proposal assumes level commissions.
- This proposal assumes 1050 eligible lives.
- The proposed rates are guaranteed for 36 Months.

Conditions

- Minimum of 10 lives enrolled is required.
- Credit for prior service toward satisfaction of employee waiting period.
- No competing hospital indemnity plan will be offered on payroll deduction.
- Proposed rate includes electronic documents. Printed certificates are available for an additional cost.
- Continuity of coverage is included.

Exclusions

Benefits are not payable if the injury or sickness was caused or contributed to by any of the following:

- War or act of war.
- Attempted suicide or other intentionally self-inflicted Injury, while sane or insane.
- Committing or attempting to commit a felony, act of terrorism, or actively participating in a violent disorder or riot.
- Alcoholism, drug abuse, misuse of alcohol or any other substance, the voluntary use or consumption of any drug or alcohol in excess of the legal limit in the state in which an injury occurred, or taking of drugs unless used or consumed according to the directions of a health care provider.
- Travel or flight in or on any aircraft, except:
 - As a fare-paying passenger on a regularly scheduled commercial flight.
 - As a passenger or pilot in the policyholder's or employer's aircraft while flying on the policyholder's or employer's business provided:
 - The aircraft has a valid U.S. airworthiness certificate (or foreign equivalent).
 - The pilot has a valid pilot's certificate with a non-student rating authorizing him or her to fly the aircraft.
- Dental care or dental procedures, unless treatment is the result of an Injury.
- Routine newborn nursing or well-baby care.
- Hospital confinement of a newborn child following the child's birth unless the confinement is a result of an injury or sickness.
- Riding in or driving any automobile in a race, stunt show, or speed test.
- Surgery or other procedure which is directed at improving the insured's appearance, unless such surgery or procedure is necessary to correct a deformity or to restore bodily function resulting from an injury or sickness

continued

Proposed Effective Date:

January 1, 2022

Presented By:

n/a

Prepared For:

City of Miramar



Exclusions

Benefits are not payable if the injury or sickness was caused or contributed to by any of the following:

- Any injury or sickness which arises out of or in the course of an insured's incarceration in a jail, penal or correctional institution.

continued

Proposed Effective Date:

January 1, 2022

Presented By:

n/a

Prepared For:

City of Miramar



continued



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.

Normal commission scale (<https://www.standard.com/financial-professional/insurance-benefits/compensation>) included for Hospital Indemnity Insurance.

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 <https://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 Tuesday, December 28, 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 proposal.

Standard Insurance Company Financial Strength Ratings

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

This is a limited benefit policy.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company, 1100 SW 6th Avenue, Portland, Oregon, 97204 in all states except New York. Product features and availability vary by state and are solely the responsibility of Standard Insurance Company.



Your Employee Benefits Proposal

Prepared for: City of Miramar

Presented by:

Proposal Prepared on:
September 29, 2021

Short Term Disability Insurance

Proposed Effective Date:
January 1, 2022

Standard Insurance Company



Short Term Disability Insurance

When it comes to handling Short Term Disability claims, our team of experts is standing by. Our claims examiners have been with us for an average of 6 years, and our nurse case managers boast an average tenure of 8 years (internal company data as of July 31, 2018). With this kind of expertise, we can typically render our initial claim decision in just 3-5 days, because the last thing a claimant needs is a delay.

Covered Members

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

	Voluntary STD
Benefit Schedule	60%
Insured Predisability Earnings	\$2,500
Maximum Weekly Benefit	\$1,500
Minimum Weekly Benefit	\$15
Benefit Waiting Period Accident	0 Days
Benefit Waiting Period Sickness	7 Days
Maximum Benefit Period	90 Days
Guarantee Issue	Full Benefit
Employer Contribution	0%
Minimum Participation	Greater of 25% or 10 Lives
Taxability of Benefits	Non-Taxable
Partial/Residual Disability	Included
Temporary Recovery	90 Days
Maternity	Covered the same as any other illness

Additional Plan Design Details

- Health Advocate(TM) services included. This service is available to short term disability claimants to assist with managing healthcare benefits for the duration of their claim.
- This is a non-occupational plan providing coverage for disabilities occurring off the job.
- Evidence of Insurability is required for members who enroll more than 31 days after they are first eligible for coverage.
- STD benefits are no longer payable once an insured member begins receiving LTD benefits.

Cost

	Voluntary STD				
Members	To Be Determined				
Volume	To Be Determined				
Rate: Per \$10 of Benefit	Lives	Age	Rate:	Volume	Premium
	TBD	0-49 50-64 65-999	.680 .770 .910	TBD	TBD
Monthly Premium					TBD
Rate Guarantee					3 years

Assumptions

- We agree to fund implementation support activities not to exceed \$10,000 of expenses, subject to the following conditions: (1) details of implementation support activities will be negotiated with The Standard; (2) all invoices for reimbursement must be submitted at one time; and (3) fees paid will be disclosed to the Policyholder via the 5500 form. The cost has been included in the proposed rates.
- STD benefits will not be paid while a member is receiving sick pay.
- 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.

Conditions

- We require evidence of insurability for:
 - Members who enroll more than 31 days after they are first eligible for coverage.
- Rate assumes coverage currently in force.
- STD benefits may be reduced by deductible income.
- State Disability and/or Own Medical Leave Benefits under Paid Family Medical Leave laws are considered deductible income.

More Information

For additional information on the available features and benefits of Short Term Disability Insurance from The Standard: <http://www.standard.com/group-short-term-disability>

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

Flat 20% commission included for STD.

Override of 1.04 included on STD. 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 28, 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



PES
ENROLLMENTS



2021 Open Enrollment October 26th - November 15th, 2021

PES Benefit Counselors will be available both on-site and over the phone to speak with employees one-on-one to explain and review the benefits offered.

Call the Benefits Education Center to Sign Up For Your Benefits:

(954) 890-1630

Monday-Friday (9am - 9pm EST)

To schedule a call to speak with a Benefit Counselor during the enrollment period, visit <https://qrco.de/bcPAXm>, or

scan the QR code:



The following voluntary benefit options will be offered to all eligible employees:

Accident, Hospital Indemnity, Critical Illness, Disability and Life



EMPLOYEE BENEFITS ADMINISTRATION, EDUCATION & ENROLLMENT



SIMPLE. FLEXIBLE. PERSONAL.

At PES Enrollments, we pride ourselves in our ability to provide our broker partners, employer partners, and their employees, with the best benefits experience possible. Our mission is to ensure employees fully understand and select the best benefits to protect themselves and their loved ones.

OUR SERVICES

Benefits Education: Our benefit counselors help employees maximize their benefit elections by combining the strength of both medical and voluntary offerings (in person or call center).

Enrollment Administration: PES has the technology and support to implement enrollment across multiple locations nationwide. We custom-build the benefits platform and help achieve a multi-year enrollment strategy.

Technology: Our in-house Data & Technology team handles the complex build for our technology solutions. These solutions provide a one-stop-shop for employees for all-things benefits related, from online enrollment to important benefits documents. Our team gathers data, builds out options and rates, tests for platform efficacy, and culminates all final data into an easy-to-digest report for the broker and employer.

Custom HR Communications: Our Marketing department creates customized HR communication packages such as branded benefit guides, open and post-enrollment flyers, microsites, and text and email campaigns.

Employee Advocacy: Our team provides guidance to employees that may have questions about navigating claims, qualified life events, billing, dependents and more.

Additional Services: PES also offers WOTC processing, dependent verification, ACA compliance, deduction and billing reconciliation and more.

CONTACT US



100 Challenger Rd.
Suite 400
Ridgefield Park, NJ
07660



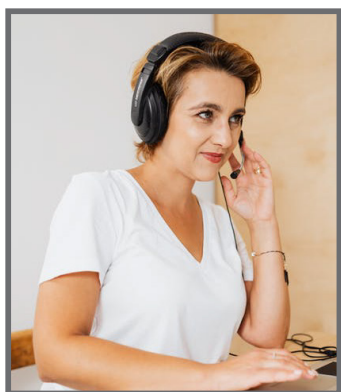
O : +1 551-225-8500



www.pesenrollments.com

PES Benefits Education Center and Employee Advocacy

At PES, our **Benefits Education Center (BEC)**, or in-house call center, is staffed with expert benefit counselors who provide both benefits education and enrollment support to employees. We speak with every employee one-on-one to ensure that each one receives the time and attention they need to make the best benefit decisions possible.



Features Include:

- Inbound calling
- Scheduling technology through text and email
- Licensed benefit counselors (all 50 states)
- Multilingual services
- Intense client-specific training & HIPAA certification
- All calls recorded
- New hire onboarding & customer service (i.e. employee assistance)

We understand that employees often need a hand navigating the healthcare system. That's why we developed our **Employee Advocacy and Support Program**. Our team provides guidance to employees that may have questions about navigating claims, qualified life events, billing, dependents, and more.

We act as the liaison between employees and carriers to ensure that employees feel empowered to take full advantage of their benefits!

Benefits Include:

- Eases the Burden on HR team by providing a place for employees to ask their benefits-related questions.
- Empowers Employees by giving them an opportunity to fully understand their benefit options
- Improves productivity by quickly resolving benefits related issues for employees
- Saves Money by teaching employees how to take full advantage of their benefit options.



OUR SOLUTIONS

PES Enrollments is dedicated to providing the best solutions to our broker and employer partners. Our goal is to provide a simple, seamless and effective education and enrollment experience for our clients. We accomplish this goal using a number of effective tools:



Face-to-Face Enrollment

Our expert benefit counselors educate and empower employees to maximize their benefits by combining the strength of one-on-one meetings with a full suite of both medical and voluntary worksite offerings.



In-House Call Center

Our in-house call center is staffed with licensed benefit counselors that are available to assist employees with enrolling in their benefits. This allows employees to enroll without the need for face-to-face meetings.



Self-Service Enrollment

We provide self-enroll technology, utilizing many robust platforms, including PES Tech powered by PlanSource. These simple-to-use web-based and mobile platforms allow employees to enroll in their benefits from wherever they are, without the need for face-to-face meetings.



Customized HR Materials

Our team designs and implements customized HR communications, including branded benefit booklets, open and post-enrollment flyers, pre-enrollment landing pages, enrollment surveys and text message enrollment reminders.



Additional Services

WOTC processing, Dependent verification, ACA compliance, and deduction and billing reconciliation.

HOW IT WORKS

PHASE 1: Planning Meeting

Once a contract has been signed, the project moves to the first phase of development. In this phase, a meeting is held to introduce you to the team that will be managing your enrollment process. The meeting will include a discussion regarding expectations, goals and projected outcome.



PHASE 2: Platform Overview

In Phase 2, our team provides an overview of the PES Tech detailing the different features that the program offers. We then discuss in detail the benefits package offered by your company, and how we can leverage the platform to provide a simple enrollment process.



PHASE 3: Gather Data

At this phase of the process, we have received all of the information regarding your benefits offerings. We then move on to the data collection stage. Our team will request a detailed census with employee information and specific plan data in order to prepare for the enrollment.



HOW IT WORKS

PHASE 4: Design & Testing

In Phase 4, our data and technology team builds out the platform which will be used during the enrollment. Once complete, the team begins an exhaustive test on the platform to ensure that there are no errors or issues that may hinder the enrollment process.



PHASE 5: Training & Intro

This next phase of the process involves training HR staff and management on navigating the platform and ensuring a positive user experience. Our team then sends correspondence to your employees to introduce them to, and familiarize them with, the platform, preparing them for the upcoming enrollment.



PHASE 6: Implementation

In the final phase of the process, our team takes the PES Tech platform live and employees can begin to enroll in their benefits. We provide continued support through this process, up until the end of the final day of the enrollment period.





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Attachment 1

SCORE SHEET
REQUEST FOR PROPOSALS # 21-04-20
VOLUNTARY SUPPLEMENTAL INSURANCE BENEFITS

RANK	PROPOSER	SCORE
1	The Standard Life Insurance Company	451.80
2	The Hartford Life Insurance Company	426.00
3	Colonial Life and Accident Insurance Company	394.70
	Metropolitan Life Insurance Company	Non-Responsive
	Securian Life Insurance Company	Non-Responsive