



Finance Department
Purchasing & Contracts Division
65 Stone Street, Cocoa, FL 32922
Phone: 321-433-8833 Fax: 321-433-8860

REQUEST FOR PROPOSAL

Insurance Broker Services – Employee Benefits

RFP # P-20-09-COC

FEBRUARY 3, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

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1. Introduction / Overview

The City of Cocoa is located in Brevard County with an estimated population of 19,328 and also serves as a regional water provider with more than 80,000 customers. The City currently operates with a \$40 million general fund budget and a total budget of \$153 million budget. The City currently has approximately 440 full-time and 14 part-time positions that provide full municipal services to its residents including Police, Fire, Public Works, Utilities, and Community Services.

2. Purpose and Objective

The City of Cocoa is requesting proposals from qualified suppliers/consultants for Insurance Broker Services to perform consulting services related to the design, solicitation process and overall administration of medical, dental, vision, life, disability, wellness, compliance, voluntary and ancillary/supplemental benefits, and an online enrollment platform. Please note that the City of Cocoa is not asking for nor authorizing the solicitation of proposals from insurance carriers at this time. No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

Services to be provided include, but are not limited to, the services described in the Scope of Services. The anticipated project will be subject to annual appropriation of City funding. If adequate funding is not acquired, this project may be cancelled or downsized by the City without notice and without penalty. The selected firm will be required to enter into an Agreement in a form approved by the City Attorney and City Council, and at rates, fees, and charges determined by the City to be fair, competitive and reasonable.

The selected firm will serve as the City's consultant for Insurance Broker Services.

3. Benefit Broker Timeline

The City of Cocoa's objective is to adhere to the aforementioned timeline specified below without deviation unless circumstance predicate timeline amendments approved only by the Department Director and City Manager.

Action	Date
RFP Posted on DemandStar	Monday, February 3, 2020
RFP Advertised:	Thursday, February 6, 2020
Deadline for Respondent Questions:	Friday, February 21, 2020
Responses/Addendum Issued by City:	Friday, February 28, 2020
RFP Submission Deadline:	Wednesday, March 4, 2020 (3:00pm)
RFP / Bid Opening	Wednesday, March 4, 2020 (3:00pm)
Short List Selected by the Selection Committee:	Friday, March 6, 2020
Presentations before the Selection (Optional):	Week of March 9 – 13, 2020 (Times TBD)
Final Ranking and Recommendation of Firms by the Selection Committee:	Friday, March 13, 2020
City Council consideration of the Selection Committee Recommendation and Contract Award:	Wednesday, March 25, 2020
Notification of Award:	Friday, March 27, 2020
Notification to Proceed:	TBD

Table 1 - Benefit Broker Timeline

4. Background

The City of Cocoa currently contracts for health insurance benefits including self-insured medical, dental, and vision insurance, life insurance, short and long-term disability, flexible spending accounts, and Employee Assistance Programs, along with various supplemental accident and life policies. In addition to full-time employees being eligible for group benefits, the City also covers 160 retirees under our health insurance benefits (Group and Medicare Advantage, dental, and vision plans). The City operates on a fiscal benefit year of October 1 to September 30 on all benefit policies, except for the Medicare Advantage Plan. The Open enrollment period is generally held in the July timeframe. A copy of the City's current benefit booklet is attached (Exhibit A) to provide a summary of current benefit programs.

The City currently provides the following programs to full-time employees and eligible retirees:

Product	Provider
Health/Pharmacy	Cigna HMO (Self Insured) Claims Administrator United Healthcare Medicare Advantage Plans (Fully Insured)
Specific Stop Loss (Reinsurance)	Cigna (Medical and Prescriptions)
Dental	Cigna
Vision	EyeMed
Employee Assistance Program	Cigna
Basic Life and AD&D	Cigna
Voluntary Life and AD&D	Cigna
Short Term Disability (Voluntary)	Cigna
Long Term Disability	Cigna
Flexible Spending Accounts (Voluntary)	TASC
Voluntary Supplemental Policies	AFLAC
Legal/Identity Theft Services (Voluntary)	US Legal
Employee Health Center Program	CareATC
Retiree/COBRA Billing Administration	Chard Snyder
ACA 1095 Submission	Greatland Yearli
Online Enrollment Platform	Bentek – The City currently uses Bentek for enrollment and transmittal of eligibility to associated contractors.

Table 2 - Current Benefit Programs Offered

The following table identifies current broker commission rates

Policy	Commission Type	Amount
Cigna - Administrative Services Only (ASO) - Medical	Per Employee Per Month	\$5.00
Cigna - Dental	Percentage	5%
Cigna - Life and AD&D	Percentage	10%
Cigna - Life and AD&D - Voluntary	Percentage	10%
Cigna - Long-Term Disability	Percentage	10%
Cigna - Short-Term Disability	Percentage	10%
Cigna - Stop Loss	Percentage	10%
United Healthcare Medicare Advantage Plans (Fully Insured)	Net of Commission	n/a
EyeMed - Vision	Percentage	10%
Flexible Spending Accounts (Voluntary)	None	n/a
Cigna - Employee Assistance Program	None	n/a
Online Benefit System - Bentek	None	n/a
CareATC - Employee Health Center Program	None	n/a
Greatland Yearli – ACA 1095 Submission	None	n/a
Chard Snyder - Retiree/COBRA Billing Administration	None	n/a
AFLAC Voluntary Supplemental Policies	Varies	Varies
US Legal/Identity Theft Services	Net of Commissions	n/a

Table 3 - Current Broker Commission Rates

5. Scope of Services

Specific responsibilities of the City's insurance broker include, but are not limited to:

- A. Analyze the insurance needs of the City and provide unbiased professional guidance and recommendations for changes where appropriate or dictated by the changing market conditions or laws.
- B. Provide an online benefit enrollment program with ongoing service and support of all benefit programs selected, including but not limited to online enrollment system, qualifying events, eligibility transmittal to contractors, reports, and on-going day-to-day requests (must be an online system and compatible with Central Square Payroll Applications (Central Square / Naviline) or have the capability to be made compatible with existing systems at no cost to the City of Cocoa;
- C. Act as a resource to advise the City in the areas of HIPAA, PPACA, FMLA, ADAAA, COBRA, ERISA, Section 125, EEO laws and any other areas in the insurance field where expertise and guidance may be requested;
- D. Assist in areas of compliance, Summary Plan Descriptions, IRS form 5500, Forms 1094-1095, Non-Discrimination Tests, etc.;
- E. File the annual actuarial filing as required under F.S. § 112.08 for self-funded medical plans on behalf of the City;
- F. Researching and advising the City of change in federal and/or local laws that could affect the City and employee benefit programs;
- G. As requested by the City, preparing solicitation specifications and soliciting proposals from insurance markets that specialize in group insurance plans as needed. Evaluate submittals and respondents including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identifying the most cost-beneficial package from among various bid/proposers;
- H. Representing the City in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design and special terms and conditions, determining and recommending the most economical health benefit programs;
- I. Review and be responsible for the accuracy and correctness, prior to delivery, of excess/reinsurance coverage documents and/or pricing policies, including all changes and endorsements;
- J. Provide coverage documents for all benefit plans;
- K. Meeting with and providing reports to various City representatives;
- L. Conduct analysis of insurance and wellness programs within other organizations and/or local governments to compare best practices;

- M. Provide open enrollment support, including timeline development, assisting with design of benefit communications and attending open enrollment employee meetings;
- N. Produce and print Employee and Retiree Benefit Booklets for distribution.
- O. Provide various claims review reports as requested;
- P. Advise the City regarding “gaps” in coverage and/or inadequate coverage;
- Q. Participate in marketing and educational programs;
- R. Assistance with maintaining up-to-date policies and procedures to ensure compliance with federal and state standards and regulations;
- S. Attend events concerning the City’s insurance matters including the Wellness and Benefits Fair, City Council meetings discussing insurance and employee benefits, or any insurance or wellness committee meetings and any other meeting deemed appropriate by the City;
- T. Provide the City with any additional recommendations including but not limited to benefits and wellness programs or initiatives that will foster innovative practices and options; and, assist the City with the implementation and communication of new programs or changes to existing programs;
- U. Any additional services agreed upon by the City and Agent/ Insurance Broker;
- V. Assisting City staff in administering all group insurance plans, responding to questions from and providing information to staff and providing other consulting services during the course of the plan year;
- W. Review claims experience, claim service, and claim administration to ensure maximum benefit to the City and covered plan members;
- X. Determine and recommend the most economical funding methods for the benefit programs, to include fully-insured, self-insured, and/or minimum premium programs, and strike a balance between cost and comprehensiveness of the programs;
- Y. Meet and provide reports to the various City representatives, including Human Resources, Finance and City Management departments.

Qualified firms wishing to respond to the invitation to bid/proposal must provide all services described in this document, whether directly or through sub-consultants. The City reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants.

It is the City’s belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this invitation to bid/proposal, must include the entire effort required of the proposer to provide the service described. Specifically, any additional fees shall be allowed for additional services required and shall be approved by the Project Manager and must be directly attributable to the needs of the contract. A provision to this effect shall be included in any negotiated contract. The Successful Proposer will appoint one of

their employees as the key contact for approval by the City's Project Manager.

6. Minimum Qualifications

The City wishes to assess the respondent's experience with services that are similar to those that would be envisioned in the Scope of Services associated with this contract. To familiarize the City with the applicable work experience, each respondent shall provide the following information that documents the respondent's qualifications.

The following minimum respondent qualifications have been established. Subject to the City's right to waive minor irregularities, Proposers that do not meet the mandatory minimum qualifications will be deemed non-responsive and will not be considered for further evaluation.

- A. The Proposer shall have been in business for a minimum of five (5) consecutive years and shall currently be licensed to perform similar services as requested in this RFP within the State of Florida. This requirement shall be based on the Solicitation's due date. Documentation to demonstrate meeting this minimum requirement shall be submitted with your response. Examples of documentation may include, but not be limited to; local business tax receipts for five (5) years, corporation documents with date of inception, certificate of authority, etcetera.
- B. Business or Corporation shall have acted as a full-service Agent-Broker for a local Florida municipality for at least five (5) consecutive years and have expertise and training in the fields of group life, health and related insurance programs. Professional designations in the benefit field (i.e., CEBS, RHU) and in the financial planning field (i.e., CFP, ChFC) are a plus.
- C. If the business headquarters is located outside of the state of Florida, they shall currently be licensed to perform services in both their home state and the state of Florida; and shall have been in business for a minimum of five (5) consecutive years. This requirement shall be based on the Solicitation's due date. Documentation to demonstrate meeting this minimum requirement shall be submitted with the response and may include, but not be limited to; local business tax receipts for five (5) years, corporation documents with date of inception, certificate of authority, etcetera. In addition, the Proposer shall submit to Purchasing a current Certificate of Authority, which is issued through the Department of State and in accordance with Florida Statute 607.1501, within ten (10) business days upon notice of intent to award.
- D. The Proposer shall provide evidence of the following:
 - 1. Business or Corporation shall be fully HIPAA compliant and their employees must be trained in the requirements of the HIPAA Laws.
 - 2. Business or Corporation shall be able to conduct business with all of the City's existing major providers. This is not to mean the City intends to maintain its current carriers but would if necessary and /or considered advantageous to the City.
 - 3. The Business or Corporation shall have a staffed office in Florida and provide a dedicated team to the City of Cocoa.

The proposer shall provide proof of the above minimum qualification by furnishing copies and or written documentation to substantiate meeting the requirements. Failure to provide said documentation with the proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration.

7. Method of Source Selection

The City is using the Request for Proposal (RFP) methodology of source selection for this Purchasing, as authorized by Resolution Ord. No. 33-2006, § 3, 9-1- establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the invitation to bid/proposal.

Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the City Manager, which shall be comprised of a minimum of three (3) evaluators. The committee will make a recommendation to the City Council who will make the final selection.

A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this invitation to bid/proposal do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

8. Evaluation of Proposal Procedures

All responses will be subject to a review and evaluation process set forth in the Florida Statutes. It is the intent of the City that all respondents to this RFP who meet the requirements contained in this solicitation shall be ranked, at the City's sole and absolute discretion, in accordance with the criteria and factors established in these documents. The City will consider all responsive and responsible responses received in its evaluation and award process.

Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process:

Category	Points Available
Price proposal/fee schedule	25 Points
Technical Approach	25 Points
Ability, capacity, & skill of the firm to perform the services required	30 Points
References	10 Points
Experience with local government benefit brokerage services	10 Points
Total Available Points:	100 Points

Table 4 Evaluation Point Table

8.1. Evaluation Factors

The City's evaluation factors will include consideration of, but will not be limited to the following:

- Responsiveness of the firm to satisfy the requirements of this RFP, especially the Scope of Services and Minimum Qualifications set forth in Section 5 and 6;
- The ability, qualification, capability, experience and skill of the firm to perform the contract;
- The qualifications and performance data on file with the City, together with those that may be submitted by the firms regarding the proposed project;

- d. Adequacy and ability of personnel available to perform the scope of services;
- e. Past record experience on similar projects;
- f. Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act;
- g. Willingness to meet time and budget requirements of the City;
- h. Recent, current, and projected (within next five years) workloads of the firm;
- i. The sufficiency of the financial resources and ability of the firm's personnel to perform the contract or service;
- j. Whether the firm has performed similar contracts within the time and budget specified, without delay or interference;
- k. The character, integrity, reputation, judgment, experience and efficiency of the firm;
- l. The quality of performance of previous contracts with the City or any other agency or company relevant to the scope of services and the minimum qualifications;
- m. The previous and existing experience and compliance by the Firm with the laws and ordinances relating to the scope of services;
- n. The number and scope of conditions attached to the response to this RFP; and
- o. Responsiveness of client references;

The number, frequency, and outcome of any professional malpractice and other claims related to services rendered that are made against the firm in any administrative, license, court, or other legal proceeding within the last five (5) years; and such other information as may be secured by the City. In addition, should the firm be selected for competitive negotiations, the fairness, competitiveness, and reasonableness of the rates, fees, and charges offered by the firm to provide the service required by this RFP shall be an evaluation factor.

8.2. Other Applicable Criteria

The following represent additional mandatory criteria (See Section VII Affidavit):

- a. The firm is licensed to practice in Florida and said license is in good standing.
- b. The firm has no legal or professional conflict of interest with regard to any other work performed by the firm for the City of Cocoa or for any other person or entity or with respect to the scope of services required by this RFP.
- c. The firm adheres to the instructions and requirements in this RFP in preparing and submitting

9. Presentations

In general, the City wishes to avoid the expense to the City and to respondents of unnecessary oral presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the Selection Committee shall schedule one or more of the top ranked firm(s) for presentations or interviews.

If the City chooses to conduct oral presentations/interviews with one or more of the respondents, the presentations will be held before the Selection Committee at a duly noticed meeting which will be open to the public. Minutes of the meeting will be prepared, and the meeting may be tape recorded at the City's discretion. The following general guidelines will be used during the presentations:

Respondents are required to be available in accordance with the dates / times specified within Table 1: Benefit Broker Timeline, for the presentation or interview, and top members of the Respondent's team that will be working on or supervising the project and expected to be present and be available for questions.

Oral Presentations or Interviews will be recorded for public record. Should Oral Presentations be required, the City will attempt to allot equal time for each respondent divided into three sequential parts:

1. Introductory presentation by the Respondent;
2. Questions and Answers between members of the Selection Committee and the Respondent;
3. Brief closing remarks by the Respondent.

The time allotted for the presentation will be deemed the maximum time and no firm will be penalized for using less than the allotted time. The City reserves the right to go over the allotted time at any presentation to the extent that the Selection Committee deems it necessary to continue the question and answer period of the presentation related to Respondent's relevant qualifications and the criteria and factors set forth in the RFP.

Oral presentations or interviews will provide an opportunity for key members of the Respondent's team to demonstrate their, and their firms, ability to communicate succinctly, efficiently, effectively, creatively, and economically about the requirements of this RFP, and to demonstrate that their skills, qualifications, and character are compatible and consistent with the City's requirements and objectives set out in this RFP.

After the presentations/interviews, the Selection Committee will deliberate and prepare a recommended ranking of the qualifications of the Respondents that presented based on the written proposals and the presentations. The deliberations and recommendation may not occur at the presentation/interview session and will likely occur at subsequently noticed meeting of the Selection Committee.

The final ranking will be submitted to the City Council as a recommendation only. The City Council has the right to accept, reject, or modify the recommendation as it deems in the best interests of the City of Cocoa. The City Council will render, at its sole and absolute discretion, the final decision on the ranking received from the Selection Committee and the award of any and all contracts under this RFP. The City Council's decision shall constitute the final decision of the City of Cocoa regarding this RFP.

10. Instructions to Bid/Proposers

10.1. Submission of Proposals

Sealed bid/proposals shall be received at the time and place designated herein and then publicly opened and read aloud, required for the completion of the proposed services herein specified and instructed within the scope of work.

10.2. Submittal Requirements

Sealed bid/proposal submittals must be received in the City's Purchasing Division no later than the date and time as specified herein. Bid/proposal submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bid/proposals delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid/proposal submittals delivered incorrectly or to the wrong address or location. No exceptions will be made.

The decision to refuse to consider a bid/proposal that was received beyond the date/time established in the solicitation shall not be the basis of a protest.

Bid/proposals will be opened at 3:00 p.m. on the same day in the Purchasing Division Office, Cocoa City Hall, 3rd floor conference room. Potential bid/proposers may obtain one (1) set of Bid/proposal Documents from DemandStar by Onvia at www.demandstar.com or by calling 1-800-711-1712.

Bid/proposal submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid/proposal Number, Title and opening date:

**City of Cocoa
Attn: Purchasing Division
65 Stone Street
Cocoa, Florida 32922**

If submitted by mail, the bid/proposal submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing Division. Bid/proposals submitted by mail must be received by the Purchasing Division by the time specified herein for the opening thereof.

- a. Please be advised that United States Postal Service (USPS) Express and Priority service class are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing Division when the services of the USPS are used, a proposer is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.
- b. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing Division until the next business day.

When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received in the Purchasing Division by the due date and time. The City shall not be responsible for delays caused by any occurrence

Bid/proposers shall submit their proposal within a sealed envelope in DUPLICATE one (1) original and one (1) copy of the forms, in addition to one electronic copy of the submittal on a USB drive or CD furnished herewith. The blank spaces shall be filled in correctly for each form or agreement for which the Bid/proposal is tendered. The Proposer shall state the price, typewritten or written in ink.

Proposals must be submitted in the following format:

- **Submitted proposal within 1-2” bound folder or binder.**
- **Title Cover on front must include:**
 - **Title of Bid/proposal**
 - **Organization Name**
 - **Date submitted**
 - **Points of Contact, Phone, Email, Fax**
- **Must have table of contents depicting each mandatory section required for submittal.**
 - **Each section must be tabbed / labeled in the order of the Checklist for Sealed Bid/proposals contained herewith, Para 11 and sub-para 11.1.**
 - **All mandatory bid/proposal forms must be filed within tabbed sections, signed, dated and notarized as applicable.**

Failure to submit bid/proposals in this format may result in point deduction during evaluation or disqualification.

Pursuant to the requirements of Section 287.133, Florida Statutes, pertaining to the sworn statement on Public Entity Crimes and the Convicted Contractor List, a statement is no longer required as part of the bid/proposal submittal; however, bid/proposers are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted contractor listing which excludes those suppliers from bid/proposal submittal for a period of thirty-six (36) months. Potential contractors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, and Drug-Free Workplace.

10.3. (Public Ad) City of Cocoa Invitation to Bid/Proposal Legal Notice

Notice is hereby given that the City of Cocoa Florida will accept Sealed Proposals in the form of one (1) original and one (1) copy, bound within a 1-2" binder at the office of the Purchasing & Contracts Manager for the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until **3:00pm, March 4th, 2020** and will be publicly opened and read aloud at 3:00pm that same day, at Cocoa City Hall, in the 3rd floor conference room, for the following:

Insurance Broker Services – Employee Benefits

RFP # P-20-09-COC

Documents available on DemandStar

February 3rd, 2020

The City of Cocoa is requesting proposals from qualified suppliers/consultants for Insurance Broker Services to perform consulting services related to the design, solicitation process and overall administration of medical, dental, vision, life, disability, wellness, compliance, voluntary and ancillary/supplemental benefits, and online enrollment platform. Please note that the City of Cocoa is not asking for nor authorizing the solicitation of proposals from insurance carriers at this time. No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by the City.

The City of Cocoa currently contracts for health insurance benefits including self-insured medical, dental, and vision insurance, life insurance, short and long-term disability, flexible spending accounts, and Employee Assistance Programs, along with various supplemental accident and life policies. In addition to full-time employees being eligible for group benefits, the City also covers 160 retirees under our health insurance benefits (Group and Medicare Advantage, dental, and vision plans). The City operates on a fiscal benefit year of October 1 to September 30 on all benefit policies, with the exception of the Medicare Advantage Plan. The Open enrollment period is generally held in the July timeframe.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from DemandStar by visiting their web site at <http://www.DemandStar.com>, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org. Small Business Set Asides (i.e. Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

This City of Cocoa supports local contractors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date the bid is submitted. P.O. Boxes shall not be considered a physical business address.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

Publish in The Florida Today Public Newspaper on:

February 6th, 2020

10.4. Conditions

The City has developed a standard of conditions and will adhere to as such. Contract will become effective once City Council approves and authorizes the City Manager to execute said contract. A contract(s) resulting from this solicitation shall be subject to the terms and conditions set forth in the Form of Agreement. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor.

I. City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's facilities/project site during and after each work assignment the Contractor is performing.

II. Licenses

The Contractor is required to possess the correct business tax receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. Copies of the required licenses must be submitted with the Proposal response indicating that the entity proposing, as well as the team assigned to the City account, is properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use. If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use you may contact the Community Services Department, (321) 433-8633.

III. Principals/Collusion

By submission of this Proposal, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

IV. Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

V. Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

VI. Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

VII. Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

VIII. Cone of Silence / Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Selection Committee concerning an active solicitation during the black-out period.

A cone of silence and lobbying black-out period commences upon the issuance of this solicitation document.

If an award item is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Purchasing Division and/or requesting Department/Division/Office for further review or otherwise does not act on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bid/proposers, respondents, potential contractors, service providers, lobbyists, consultants, or contractor representatives shall not contact any City Commission member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

IX. Interpretations and Questions

All questions and inquiries concerning procedural matters shall be directed to the Purchasing Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing Division, in writing, by the date stipulated within the schedule herewith. It is the Bid/proposer's responsibility to become familiar with and fully informed with the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of the response after opening or for subsequent protest of award.

Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing Division. Any oral communications will not be authoritative and will not be binding on the City. It is the sole responsibility of the Proposer to contact the Purchasing Division prior to submitting a bid/proposal submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid/proposal submittal. Addenda will be available to all proposers and will be uploaded on DemandStar and available for download.

X. Single Proposal

Each Proposer must submit, with their proposal, the required forms included in this RFP. Only one proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

XI. Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Cocoa's Purchasing Policies and Procedures.

XII. Public Entity Crime

A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid/proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, 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 bid/proposals, 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 for a period of 36 months following the date of being placed on the convicted contractor list.

XIII. Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this solicitation document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

XIV. Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period;
- b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to submitting bid/proposals, RFP, and/or quotes; and,
- c. immediate termination of any contract held by the individual and/or firm for cause.

XV. Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

XVI. Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public Purchasing and encourages participation by minority and women business enterprises.

XVII. Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFP response and under any awarded contract shall be deemed to be public records subject to public inspection and/or copying at the end of the statutory exemption time period pursuant to Section 119.071, Florida Statutes. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. If the Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the

material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this RFP and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 and 119.0701 et. seq.

XVIII. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

XIX. Acknowledgment of Insurance Requirements

By providing the Insurance Requirements included in this solicitation, Proposer acknowledges these conditions include Insurance Requirements as also specified within the Form of Agreement (Section 400), Sub-Section 9, Para 11, Page 65 of this RFP. It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection. Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's offer. The specific insurance requirements for this solicitation are included as part of this solicitation.

XX. Acknowledgment of Bonding Requirements - NOT APPLICABLE

~~By signing the Proposal, and if applicable, Proposer acknowledges that they have read and understand the bonding requirements for this Proposal. Requirements for this solicitation are provided.~~

~~Bid/proposal Bond: Shall be submitted with Bid/proposal response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or Bid/proposal bond in a sum equal to 5% of the cost Bid/proposal. All checks shall be made payable to the City of Cocoa on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.~~

~~The Bid/proposal Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award.~~

~~Bid/proposal Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid/Proposal Bonds of the three (3) highest ranked proposers shall be held until the contract has been executed by the successful proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid/Proposal Bonds shall be released to the respective proposers. All other Bid/Proposal Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date.~~

~~No Bid/Proposals including alternates shall be withdrawn within one hundred and eighty (180) days after the Bid/Proposal closing date thereof. If a Bid/Proposal is not accepted within said time period it shall be deemed rejected and the Bid/Proposal Bond shall be released to the proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful proposer said alternates at a later time and approved by the Finance Director or designee, and the successful proposer. In lieu of a bid/proposal bond, the City will agree to increase the retainage withholding percentage to 20% versus the 10% standard.~~

XXI. Performance and Payment Bond – NOT APPLICABLE

~~Bonds shall be submitted with the executed contract by proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the proposer receiving an award.~~

~~The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as “A “ or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders’ surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.~~

~~Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety. All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.~~

~~If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner’s approval.~~

Bonds shall be written to City of Cocoa.

11. Checklist for Sealed Bid/Proposal

11.1. Preparation of Bid/Proposals

- a. Bid/Proposers are expected to examine this bid/proposal checklist, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bid/Proposer's risk.
- b. All prices and notations must be in ink or typewritten. No erasure marks permitted. Mistakes may be crossed out and corrections inserted adjacent and must be initialed and dated in ink by person signing bid/proposal. All bid/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. **Prices/rates or an indication of n/a (no charges will be applied) must be included in the Proposal for all product types currently offered by the City as shown in Table 3 on Page 5 of this RFP or all services being proposed.**
- c. Each proposer shall furnish the information required on the original City of Cocoa's bid/proposal forms and each accompanying sheet thereof, on which he/she makes an entry.
- d. Unit price for each unit bid/proposal shall be shown. A total shall be entered in the amount column for each item bid/proposal. Pricing must be inclusive of the cost of online enrollment software, broker services and hourly rates for additional services. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
- e. The official clock to be used for submitting any bid/proposal documents is in the City Hall's lobby. Submittal time for this bid/proposal expires at **3:00 p.m.** on the date stated in these documents.

Bid/Proposers are cautioned to please check their bid/proposal very carefully using the following Checklist:

Insert	Description
Yes <input type="checkbox"/>	Bid/proposal envelope prepared as specified (Sealed)
Yes <input type="checkbox"/>	It is the bid/proposer's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid/proposal to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid/proposal response.
Yes <input type="checkbox"/>	Submitted in Duplicate as requested one (1) Original and (1) Copy
SECTION 100 – MANDATORY BID/PROPOSAL FORMS (Failure to submit required forms may result in disqualification)	
Yes <input type="checkbox"/>	Section 100.1 Invitation to Bid/Proposers
Yes <input type="checkbox"/>	Section 100.2 Scrutinized Company Certification
Yes <input type="checkbox"/>	Section 100.3 Certification A (Debarment, suspension and other responsibility matters – Primary Covered Transactions)
Yes <input type="checkbox"/>	Section 100.4 Certification B (Debarment, suspension, ineligibility and voluntary exclusions – Lower Tier Covered Transactions)
Yes <input type="checkbox"/>	Section 100.5 Bid/Proposer's Certification
Yes <input type="checkbox"/>	Section 100.6 Bid/Proposal Form/Schedule of Unit Pricing
Yes <input type="checkbox"/>	Section 100.7 Bid/Proposal Form Worksheet
Yes <input type="checkbox"/>	Section 100.9 Business References
Yes <input type="checkbox"/>	Section 100.10 Statement of Bid/Proposers Qualifications
Yes <input type="checkbox"/>	Section 100.11 Insurance Brokers Questionnaire
Yes <input type="checkbox"/>	Section 100.12 Listing of Subcontractors

Yes <input type="checkbox"/>	Section 100.13 Non-Collusion Affidavit
Yes <input type="checkbox"/>	Section 100.14 Drug free workplace certification signed
Yes <input type="checkbox"/>	Section 100.15 Conflict of Interest Statement
Yes <input type="checkbox"/>	Section 100.16 Public Records Act – F.S. §119
SECTION 200 – POST AWARD FORMS (Must be completed within 10 business days from date of award notification)	
Yes <input type="checkbox"/>	Section 200.1 Notification of Award
Yes <input type="checkbox"/>	Section 200.3 Certificate of Insurance Liability
Yes <input type="checkbox"/>	Section 200.4 Certificate of Insurance for Worker’s Compensation
Yes <input type="checkbox"/>	Section 200.5 Affidavit Regarding Worker’s Compensation
Yes <input type="checkbox"/>	Section 200.6 Notification to Proceed
SECTION 300 – NO BID/PROPOSAL RESPONSE (Request completion if RFP is received and no intent to bid/proposal)	
Yes <input type="checkbox"/>	Section 300.1 No Bid/Proposal Response to Invitation to Bid/Proposal
SECTION 400 – FORM OF AGREEMENT (Must be completed upon receipt of Notification of Award, Notification to Proceed)	
Yes <input type="checkbox"/>	Section 400.1 Form of Agreement

11.2. Proposer / Respondent Checklist

Important: Please review, read carefully, sign all required forms and agreements indicated within the checklist and return with your Proposal. The Bid/Proposal will be mailed or delivered in time to be received no later than the specified due date and time. **(Late proposals will not be considered.)**

Proposer should check off each of the following items as the necessary action is completed:

- ☐ Are all mandatory forms accurately completed, signed, notarized, filed as instructed?
- ☐ Has the proposer provided an Original, Copy and USB file copy of the proposal?
- ☐ Is the mailing envelope properly addressed to?

Purchasing & Contracts Manager
City of Cocoa
65 Stone Street, Suite 303
Cocoa, Florida 32922

- ☐ Is the mailing envelope sealed and marked with?

RFP No. P-20-09-COC
Title: Insurance Broker Services – Employee Benefits
Due Date: **March 4th, 2020 @ 3:00 pm**

11.3. Questions, Discrepancies or Omissions

In case a proposer finds a document discrepancy or omission or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922, Phone: (321) 433-8833. Written instructions, in the form of an addendum, will then be issued to all Bid/Proposers that have received a Bid/Proposal Package. Should you have any technical or questions or questions about how to submit your bid/proposal, please contact Heath Hancher at (321) 433-8833 or email at hhancher@cocoafl.org.

SECTION 100 - Mandatory Bid/Proposal Forms

(Mandatory forms to be submitted with proposal, failure to submit forms will disqualify proposer from RFP)

Insurance Broker Services – Employee Benefits


RFP # P-20-09-COC

FEBRUARY 3, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 100.1 Invitation to Bid/Proposal

SUBMIT BID/PROPOSAL TO: CITY OF COCOA FINANCE DEPARTMENT PURCHASING DIVISION 65 Stone St. COCOA, FLORIDA 32922 Third Floor PH: 321-433-8833				INVITATION TO BID/PROPOSAL Bid/Proposal Holder Acknowledgement FORM NO. 00019	
	BUYER: Heath Hancher	TELEPHONE #: 321-433-8833	FAX #: 321-433-8860		

MAILING DATE: February 26, 2020	BID/PROPOSAL TITLE: Insurance Broker Services – Employee Benefits	BID/PROPOSAL NUMBER: P-20-09-COC
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BID/PROPOSAL SUBMITTAL DATE AND TIME: 3:00pm March 4th, 2020	BID/PROPOSAL OPENING TIME AND LOCATION: 3:00 p.m. Purchasing Division, Cocoa City Hall, 65 Stone St. Cocoa, FL 32922, Third Floor Conference Room	Bid/proposals Received After Submittal Date and Time <u>Will Not Be</u> Accepted.
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PRE BID/PROPOSAL LOCATION: NOT APPLICABLE	TIME N/A	DATE: N/A
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PROPOSERNAME:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
EMAIL ADDRESS:	TELEPHONE NO:
	FAX NO:
AUTHORIZED SIGNATURE (MANUAL):	TITLE:
TYPED/PRINTED NAME:	DATE:

BID/PROPOSALDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bid/Proposal holder/general Conditions, Invitation to Bid/Proposal, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid/proposal is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid/proposal on behalf of the contractor/contractor and that the contractor/contractor is ready, willing, and able to perform if awarded the bid/proposal.

In compliance with this Invitation to Bid/proposal, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid/proposal, including the following:

Bid/proposal prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bid/proposals.

REASON FOR NO BID/PROPOSAL (Check all boxes that apply): <input type="checkbox"/> Not enough bid/proposal response time <input type="checkbox"/> Specification unclear <input type="checkbox"/> Our company does not handle this item/service <input type="checkbox"/> Our company does not submit bid/proposals to Municipalities <input type="checkbox"/> Other: (please explain)	Method bid/proposal holder was informed (check appropriate box): <input type="checkbox"/> Received invitation by direct mail <input type="checkbox"/> Viewed bid/proposal posting on Internet home page <input type="checkbox"/> Read legal ad in newspaper <input type="checkbox"/> Viewed through bid/proposal reporting service <input type="checkbox"/> Other: (please explain)
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The City of Cocoa reserves the right to reject any or all bid/proposals / proposals or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the bid/proposals / proposals which, in its' judgement, best serves the city. **Return this form with the required Bid/proposal submittal document as required.**

a. Bid/Proposal Terms & Explanation

- a. **SUBMISSION OF BID/PROPOSAL:** All bid/proposals must be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left-hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Division prior to the specified submittal date and time is solely and strictly the responsibility of the proposer. Any bid/proposal received in the Purchasing Division after the specified date and time will not be accepted.
- b. **EXECUTION OF BID/PROPOSAL:** Bid/Proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bid/Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bid/proposal to any bid/proposal must be initialed. The company name and F.E.I.N. Number shall appear in space(s) provided.
- c. **BID/PROPOSAL OPENING:** Bid/Proposal opening shall be public on the date and time specified. Bid/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
- d. **BID/PROPOSAL TABULATION:** Any proposer wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left-hand corner bid/proposal tabulation response.
- e. **CLARIFICATION/CORRECTION OF BID/PROPOSAL ENTRY:** The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.
- f. **INTERPRETATION:** Any questions concerning conditions and specifications shall be directed to the Project Manager. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bid/proposal holders. No interpretation shall be considered binding unless provided in writing by the Project Manager of the City of Cocoa. **Question cut-off date February 21, 2020 at 5:00pm.**
- g. **PRICING:** Contractors must submit an all-inclusive lump sum fixed rate bid / proposal that includes all required services, products and hourly rates as specified within the RFP.
- h. **ADDITIONAL TERMS & CONDITIONS:** The City of Cocoa reserves the right to reject bid/proposals containing any additional terms or conditions not specifically requested in the original specifications.
- i. **TAXES:** The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.
- j. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid/proposal evaluation purposes.
- k. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The proposer represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

l. **BRAND NAMES:** If items called by this initiation have been identified in the specifications by a “Brand Name OR EQUAL” description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bid/proposals/proposals offering “equal” products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.

m. Unless the proposer clearly indicates in his bid/proposal that he is offering an “equal” product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

n. If the proposer proposes to furnish an “equal” product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bid/proposals/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the proposer. The Purchasing Division is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To ensure that sufficient information is available the proposer shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the proposer proposes to furnish and what the City of Cocoa would be bid/proposing itself to purchase by making an award.

o. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.

p. **ASSIGNMENT:** Any purchase order issued pursuant to this bid/proposal and the monies which may become due hereunder are not assignable except with prior written approval of the City Manager.

q. **LIABILITY:** The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier’s breach of contract or the supplier’s negligence.

r. **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid/proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

s. **TRAINING:** Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal/proposal.

t. **ACCEPTANCE:** Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at contractor’s expense. Those items and items not

delivered as per delivery date in bid/proposal and /or purchase order may be purchased on the open market. Any increase in cost may be charged against the contractor. Any violation of the stipulations may also result in the contractor’s name being removed from the proposers list.

u. SAFETY WARRANTY: The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

v. WARRANTY: The proposer agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the proposer gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal/proposal.

w. AWARDS: As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city-wide bases with one or more suppliers; to reject any and all bid/proposals or waive any minor irregularity or technicality in bid/proposals received. Proposers are cautioned to make no assumptions unless their bid/proposal has been evaluated as being responsive. All awards made as a result of this bid/proposal shall conform to applicable ordinances of the City of Cocoa.

x. All City of Cocoa permit fees are waived; contractor will be responsible for all State and County permit and impact fees.

y. DEFINITIONS:

- I. BID/PROPOSER: The term BID/PROPOSER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.
- II. CONTRACTOR: The term CONTRACTOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal/proposal.

I have read, understand and acknowledge the Terms & Explanations defined herewith.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> (Print Name)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> (Authorized Representative Signature)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> (Date)
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This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.2 Scrutinized Company Certification

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid/proposal on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bid/proposal or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria.

Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid/proposal on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.

If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN THE BID/PROPOSAL RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER THE BID/PROPOSAL SUBMITTAL NON-RESPONSIVE.

- a. The Contractor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Contractor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars (1,000,000.00) or more, the Contractor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Contractor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

(Authorized Signature)

(Printed Name and Title)

(Name of Contractor)

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20____, by _____ the _____ of _____, a _____ (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Personally Known

Or

Produced Identification

Notary Public

Print Name: _____

My Commission expires: _____

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.3 Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Non-Purchasing List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Applicant:		Date:
Signature of Authorized Certifying Official:	Title:	

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.4 Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause title “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Non-Purchasing List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:		Date:
Signature of Authorized Certifying Official:	Title:	

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.5 Bid/Proposer Certification

- a. I have carefully examined the Invitation to Bid/Proposal, Instructions to Proposers, General and/or Special Conditions, Contractor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation;
- b. I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid/proposal. I agree that my bid/proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate all bid/proposals;
- c. I agree to a bid/proposal by all condition of this bid/proposal and understand that a background investigation may be conducted by the City of Cocoa;
- d. I certify that all information contained in this bid/proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid/proposal on behalf of the contractor/contractor as its act and deed and that the contractor/contractor is ready, willing and able to perform if awarded the bid/proposal;
- e. I further certify, under oath, that this bid/proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid/proposal for the same product or service; no officer, employee or agent of the City of Cocoa or of any other proposers interested in said bid/proposal; and that the undersigned executed this Bid/Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____	_____	_____
(Authorized Signature)	Name of Business	Phone & Fax Number
_____	_____	_____
(Printed Name and Title)	Business Mailing Address	City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20____, by _____ the _____ of _____, a _____ (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Personally Known

Or

Produced Identification

Notary Public

Print Name: _____

My Commission expires: _____

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.6 Bid/Proposal Form & Schedule of Unit Pricing

Proposal of _____

(Name) _____

(Address) _____

To provide all Insurance Broker Services – Employee Benefits consultation The City of Cocoa as specified in the bid/proposal documents RFP # P-20-09-COC.

TO: Purchasing & Contracts Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Proposers:

Must provide lump-sum firm-fixed costs for the proposed insurance brokerage service with full transparent costs of the implementation, maintenance, hosting and any other costs associated to employee benefits software as a separate line item from associated brokerage services. Any recurring costs for employee benefits software must consist of a fixed fee and fully disclosed at the time of proposal, wrap rates (i.e. brokerage services with software included) will not be accepted. The City of Cocoa will not be responsible for costs outside of scope, services, or recurring costs not fully disclosed at time of proposal.

The undersigned Proposer has carefully examined the scope of work and is familiar with the nature and extent of the services required. The undersigned agrees to do all of the work called for by said specified services in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Software pricing must be specified, wrap rates (i.e. services include software) will not be accepted.

	A Year 1	B Year 2	C Year 3
+ Total for initial three (3) year contract period (in numbers): INSURANCE BROKER SERVICES	\$	\$	\$
+ Total for initial three (3) year contract period (in numbers): EMPLOYEE BENEFITS SOFTWARE	\$	\$	\$
Hourly Rates for additional services (Rate Only)	\$	\$	\$
= TOTAL BASE BID/PROPOSAL/PROPOSAL	\$	\$	\$

_____ Dollars

(Grand Total Written in words)

The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, all direct and indirect expenses. Please include above any other potential additional services that may be required and associated costs. (Attach your hourly and expense schedule for any additional work outside of the required scope of services)

Section 100.7 Bid/Proposal Form Worksheet

Proposer acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bid/proposals. Final payment for all Unit Price Bid/Proposal items will be based on actual quantities, determined as provided to complete the project as indicated in the contract documents.

Description	A Contract Year 1	B Contract Year 2	C Contract Year 3	Optional Renewal Period Year 4	Optional Renewal Period Year 5
		Total Bid/ Proposal			

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.8 Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s)
(Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Bid/Proposer Contractor Name:

Mailing Address:

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ FEIN: _____

Authorized Signatory

Printed Name

Title

Date

Failure to complete the above will result in the bid/proposal being declared non-responsive.

Section 100.9 Business References

Proposer shall submit as a part of the bid/proposal package, three (3) business references. The Proposer must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental municipalities.

Reference 1

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 2

Business Name	
Address	
Telephone Number	
Contact Person	

Reference 3

Business Name	
Address	
Telephone Number	
Contact Person	

Optional Reference

Business Name	
Address	
Telephone Number	
Contact Person	

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

- h. Has the business ever had any malpractice claims, court judgements or any adverse legal proceedings filed against it within the past five (5) years? Yes ☐ No ☐
If yes, please specify cause and resolution:

- i. Has business ever defaulted on a contract? Yes ☐ No ☐
If yes, please specify cause:

- j. Provide an example of similar services in type to this project.
(Briefly describe scope of work, time-line, milestones and challenges)

- k. Background and experience of the principal stakeholders and project managers assigned to this project.

Name	Position	Role in Project	Background	Years' Experience

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bid/Proposer's Qualifications.

(Authorized Signature)

Name of Business

Phone & Fax Number

(Printed Name and Title)

Business Mailing Address City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20____, by _____ the _____ of _____, a _____ (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Personally Known

Or

Produced Identification

Notary Public

Print Name: _____

My Commission expires: _____

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.11 Insurance Broker Questionnaire

To assist in the evaluation, the following information must be provided: 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 as **“Non-Responsive.”**

1. A description of the brokerage firm, including a brief history, size, number/location of offices and other pertinent information. Describe your organizational structure, including number of years consulting services have been offered, and provide an overall history description of your firm.
2. List the name, title, mailing address, telephone number, fax number, and e-mail address of the contact person for this proposal.
3. This request for proposal is for a flat annual retainer fee versus a commission structure that the City of Cocoa currently has with its broker agreement. If there are any fees or charges for the ad-hoc services charged by your company that are not included in your proposal for the annual retainer, please describe in detail.
4. Confirm that you are an actuary, licensed Agent/ Insurance Broker or broker in Florida. Describe the firm's Errors and Omissions (E&O limits) and provide evidence that all applicable insurance coverage and licenses are currently carried.
5. Previous experience working with other government agencies of like size, demographics and benefit plans.
6. Describe the responsibility, experience and qualifications of the individual(s) who will provide service to our City and employees.
7. Describe your contractual relationships, if any, with entities necessary to your proposals and implementation (i.e. actuarial services, data information services, enrollment systems, etc.)
8. Describe the overall administration and compliance services that are provided for benefits, billing, claim research, and administrative training and consultation.
9. How will you facilitate and/or participate in the implementation, communication and enrollment process to ensure a seamless transition?
 - 9.1. Detail annual enrollment services provided. List fees if additional cost (i.e. Hourly Rates, Software etc.)
10. Detail your firms experience in developing Wellness Programs, Health Fairs, Health Education Programs and Employee Assistance Programs.

11. Outline your ability to provide expertise and experience in the areas of health benefit plan analysis and design. Explain in detail the types of analyses you have conducted relative to benefits analysis and design for a health plan with approximately 450 full-time employees and 150 retirees.
12. Detail how your organization assist the City in developing a strategic benefit plan and plan specifications to target overall plan cost containment/savings.
13. Describe your claims benchmarking tools.
14. Describe the marketing approach and methodology for soliciting coverage quotations on behalf of City of Cocoa.
15. Describe the methods/capabilities for analyzing renewal offers from current and prospective carriers.
16. Describe how your organization seeks to streamline benefit administration for your clients. Include services you provide to automate the benefit process, (i.e. electronic capabilities, outsourcing options, standardized platforms). Include costs for these services on a separate fee schedule, if applicable.
17. What web-based capabilities does your company offer? An online benefit system is a requirement for this proposal.
 - a) Online recordkeeping and enrollment system.
 - b) HR/Benefit administrative portal for eligibility, enrollment, billing, reports, plan summaries, certificates, census data etc.
 - c) Training resources to assist clients in educating, training and supporting human resources staff.
 - d) Compliance and Forms resources.
18. Describe the firm's overall philosophy for servicing an account and commitment to customer service and quality assurance. What makes your customer service unique?
19. Detail how you develop and deliver a benefit communication strategy with you clients to effectively communicate not only plan details, but also the value of the benefits and wellness programs offered by the City.
20. Detail your ability to monitor regulatory and legislative developments at both the state and federal level, obtain information on trends, new services, new concepts and how this will be communicated to our organization and employees.
21. Have you ever had a contract/agreement terminated (either as a prime CONTRACTOR or SUB-CONTRACTOR) for failure to comply, breach, or default? ☐ Yes ☐ No

(MANDATORY: PLEASE ENCLOSE ANSWERS TO QUESTIONNAIRE ON SEPARATE SHEET)

Section 100.12 Listing of Subcontractors

The Proposer states that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bid/proposer shall not substitute subcontractors without approval from the Department Director.

Business name, address, phone, primary and alternate point of contact, email	References
Name:	1.
Address:	2.
City:	
State: zip:	
Phone:	3.
Primary POC:	
Alternate POC:	
Email:	
Business name, address, phone, primary and alternate point of contact, email	References
Name:	1.
Address:	2.
City:	
State: zip:	
Phone:	3.
Primary POC:	
Alternate POC:	
Email:	

Section 100.13 Non-Collusion Affidavit of Bid/Proposer

State of Florida

County of _____, being
first duly sworn, deposes and says that:

He / She is _____ of _____, the
Proposer that has submitted the attached Bid/Proposal;

He / She is fully informed respecting the preparation and contents of the attached Bid/Proposal
and of all pertinent circumstances respecting such Bid/Proposal;

Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal;

Neither the said proposer nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other proposer, firm or person to submit a
collusive or sham Bid/Proposal in connection with the contract for which the attached
Bid/Proposal has been submitted or to refrain from bid/proposing in connection with such
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or
communication or conference with any other Proposer, firm or person to fix the price or prices in
the attached Bid/Proposal or of any other Proposer, or to fix any overhead, profit or cost element
of the Bid/Proposal price or the Bid/Proposal price of any other Proposers, or to secure through
any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of
Cocoa or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid/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
of its agents, representatives, owner's employees, or parties in interest, including this affiant.

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____,
20____, by _____ the _____ of _____
_____, a _____ (check one) ☐ who
is personally known to me or ☐ who produced _____ as
identification. _____

Personally Known

Or

Produced Identification

Notary Public

Print Name: _____

My Commission expires: _____

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.14 Drug Free Workplace Certification

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bid/proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the purchasing of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bid/proposals will be followed if none of the tied contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. 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.
- b. Inform employees about the danger of drug abuse in the workplace, the business's policy 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.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).
- d. 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/proposal, 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 five (5) days after such conviction.
- e. 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.
- f. 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.

(Company)

(Print Name & Title)

(Signature & Date)

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.15 Conflict of Interest Statement

Before me, the undersigned authority, personally appeared, who was duly sworn, deposes, and states:

I am the _____ of _____ with a local office in _____ and principal office in _____.
City and State City and State

The above-named entity is submitting an RFP for the City of Cocoa described as:

City of Cocoa

RFP # P-20-09-COC

Insurance Broker Services – Employee Benefits

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge and thereof the following;

- a. The Affiant states that only one submittal for the above bid/proposal is being submitted and that the above-named entity has no financial interest in other entities submitting bid/proposals for the same project.
- b. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above bid/proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- c. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- d. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- e. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Cocoa.

- f. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Cocoa.
- g. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Cocoa.

(Authorized Signature)

Name of Business

Phone & Fax Number

(Printed Name and Title)

Business Mailing Address

City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20____, by _____ the _____ of _____, a _____ (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Personally Known

Or

Produced Identification

Notary Public

Print Name: _____

My Commission expires: _____

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

Section 100.16 Public Records – Florida Statute §119

The City of Cocoa is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the City in order to perform the service;
- b. Upon request from the City's custodian of public records, provide the public agency with a copy of the 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 this chapter or as otherwise provided by law.
- c. 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 the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City Clerk. The Contractor agrees to make available to the City Clerk, during normal business hours and in Brevard County, all books of account, reports and records relating to this contract.

If the contractor has questions regarding the application of Chapter 119, Florida Statute, to the contractors' duty to provide public records to this contract, contact the custodian of public records at:

City of Cocoa
Attn: City Clerk's Office
65 Stone Street, City Hall
Cocoa, Florida 32922
cityclerk@cocoaf1.org

(Print Name & Title)

(Signature & Date)

Signature acknowledges receipt and understanding of this form.

This certification form must be completed and included within bid/proposal response. Failure to submit this form as instructed shall render bid/proposal submittal non-responsive.

SECTION 200 - Post Award Forms

(Forms required within 10 business days from date of official notification of award)

Insurance Broker Services – Employee Benefits

RFP # P-20-09-COC

FEBRUARY 3, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 200.1 Notification of Award



Finance Department

Purchasing &

Contracts Division

65 Stone Street | Cocoa, FL 32922

Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF AWARD

Department:	Division:
Bid/Proposal / RFP / RFP #: P-20-09-COC	Project #
Awarded To:	Scope of Work or Services: Insurance Broker Services – Employee Benefits
Address / City / State / Zip:	Phone / Fax #'s:
Purchase / Contract Amount:	Date of Recommended Award:
Date of Contractor Acknowledgement:	Date of City Council Approval:
Title / Position (Printed)	Mayor (Print or Stamp):
Signature:	Signature:

Please complete all applicable areas above.

Return the Notification of Award to Purchasing & Contracts Division when completed.

Section 200.3 Certificate of Liability Insurance

Insert current business certificate of insurance.

Section 200.4 Certificate of Insurance for Workers' Compensation

This is to certify that _____,
Company has issued to _____,
of the City of _____, State of _____,
the following policy or policies: Workers' Compensation and Employer's Liability
Policy No. _____ effective on _____, 20 ____.
re _____ Policy No. _____
effective on _____, 20 ____ and expiring on _____
_____ 20 ____ re _____ limits _____
_____.

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the City of Cocoa, Purchasing Division in writing thirty (30) days prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20____, by _____ the _____ of _____, a _____ (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Personally Known

Or

Produced Identification

Notary Public

Print Name: _____

My Commission expires: _____

Section 200.5 Affidavit Regarding Workers' Compensation

_____ being duly sworn according to law, deposes and says (it, he they) has accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and _____ insured (its, his, their) liability thereunder in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20____ to _____, 20____.

(Authorized Signature)

Name of Business

Phone & Fax Number

(Printed Name and Title)

Business Mailing Address

City, State, Zip

Notary Public, State of

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me on this _____ day of _____, 20____, by _____ the _____ of _____, a _____ (check one) ☐ who is personally known to me or ☐ who produced _____ as identification.

Personally Known

Or

Produced Identification

Notary Public

Print Name: _____

My Commission expires: _____

Section 200.6 Notification to Proceed



Finance Department

Purchasing &

Contracts Division

65 stone Street | Cocoa, FL 32922

Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION TO PROCEED

This acknowledgment is to hereby officially notify contractor: [REDACTED], that Project # [REDACTED], corresponding to Bid/Proposal / RFP # [REDACTED], was approved by City Council on [REDACTED], and is permitted to proceed with the work specified within the scope of services required and in accordance with the schedule of rates, terms and general conditions defined herewith the original proposed award.

Department – Division	Contractor
Title / Position (Print)	Title / Position (Print)
Date:	Date:
Signature:	Signature:

Purchasing & Contracts Division

Title / Position (Print): Purchasing & Contracts Manager	Department Code No.
Signature	Date:

Please complete the information required above.

Return the Notification to Proceed to Purchasing & Contracts Division when completed.

Thank you for your cooperation

SECTION 300 - No Bid/Proposal Response

(Request completion if RFP is received and no intent to bid/proposal)

Insurance Broker Services – Employee Benefits

RFP # P-20-09-COC

FEBRUARY 3, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 300.1 No Bid/Proposal Response to Invitation

If you do not intend to submit on this requirement, please complete and return this form prior to the date shown for receipt of proposals to: City of Cocoa, Purchasing Division, 65 Stone Street, Cocoa, Florida 32922.

I/WE HAVE DECLINED TO SUBMIT A PROPOSAL FOR RFP # **P-20-09-COC Insurance Broker Services – Employee Benefits** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid/proposal requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid/proposal.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

Company Name:

Mailing Address:

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ FEIN: _____

Authorized Signatory

Printed Name

Title

Date

SECTION 400 – Form of Agreement

(The Form of Agreement is meant to be a sample document and shall be subject to approval of the City Attorney and City Manager or City Council. Bidder shall be required to begin negotiation of the Final Agreement and provide all required Exhibits within five (5) days of award. Submittal of a bid shall mean that the bidder is offering to furnish the services specified in this Proposal subject to, at a minimum, all terms and conditions included in this Form of Agreement. No alterations or modifications to this Form of Agreement shall be valid or binding unless made in writing and signed by an authorized City official.)

Insurance Broker Services – Employee Benefits

RFP # P-20-09-COC

FEBRUARY 3, 2020

CITY OF COCOA

Heath Hancher, Purchasing & Contracts Manager

Section 400.1 Form of Agreement

AGREEMENT TO PROVIDE INSURANCE BROKER SERVICES RELATING TO EMPLOYEE BENEFITS

THIS AGREEMENT (“Agreement”) is made this _____ day of _____, 2020, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL 32922, hereinafter referred to as “CITY”, and _____, with its principal place of business located at _____, hereinafter referred to as “SERVICE PROVIDER”.

RECITALS:

- a. CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain certain consulting services relating to its benefits program.
- b. SERVICE PROVIDER is an active corporation, existing under the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement.

In consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE NATURE OF WORK

SERVICE PROVIDER will perform consulting and advisory services on behalf of the CITY with respect to its benefits program, as more particularly described in the “SCOPE OF SERVICES” as set forth in **EXHIBIT “A,”** attached hereto and incorporated herein by this reference, and the _____ Online Benefits and Enrollment System as outlined and attached hereto and incorporated herein as **EXHIBIT “A.”** Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds all necessary licenses required to conduct the work required by this Agreement and agrees to maintain said licenses in good standing during the term of this Agreement. The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the services set forth in this Agreement.

SECTION TWO PLACE OF WORK

SERVICE PROVIDER agrees, on request, to come to the CITY's offices in Cocoa, Florida, or such other places as reasonably designated by the CITY, to meet with representatives of the CITY, as necessary.

SECTION THREE TIME DEVOTED TO WORK

In the performance of services, the services and hours SERVICE PROVIDER is to work on any given day, will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment, and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement, which is to source and provide on a cost effective basis, the benefit programs required by the CITY in accordance with the Scope of Services per **EXHIBIT "A"**. All work furnished by the SERVICE PROVIDER hereunder shall conform to the highest quality professional standards of care and practice in effect at the time the work was performed.

SECTION FOUR PAYMENT

SERVICE PROVIDER will be compensated through payment of a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the SERVICE PROVIDER will invoice the City monthly based upon the SERVICE PROVIDER's estimate of the portion of the total Services completed at the time of billing. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. The annual services to be provided by the SERVICE PROVIDER to the CITY are described in **EXHIBIT "A"** entitled "SCOPE OF SERVICES TO BE PROVIDED BY SERVICE PROVIDER." In addition, SERVICE PROVIDER shall provide the Additional Services listed in **EXHIBIT "A,"** and the use of the online benefit software, including the monthly maintenance of the system, open enrollment, annual benefit plan updates, and data warehousing. The undertaking by SERVICE PROVIDER to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon the request of the CITY, SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement outlining such additional fee and services, executed by the parties to this Agreement addressing the additional services. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be three (3) years and may be renewed for two (2) additional one-year periods at the sole option of the CITY. The CITY's City Manager may exercise this renewal option by providing the SERVICE PROVIDER with at least 120 days written notice in advance of the anniversary of the Commencement Date.

SECTION SIX STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts or omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement, or any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents, or any errors and omissions of the SERVICE PROVIDER, its employees, or agents, or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents. SERVICE PROVIDER shall not be required to indemnify CITY or its agents, employees, or representatives when an occurrence results solely from the wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent or copyright of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving SERVICE PROVIDER sixty (60) days advance written notice of the CITY's intent to terminate the Agreement.

SECTION NINE MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.
2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal..
3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.
4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.
5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
6. This Agreement may be amended, extended, or renewed only with the written approval of the parties.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
8. CITY and SERVICE PROVIDER each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.
9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.
10. Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the SERVICE PROVIDER. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records. All books, cards,

registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding, the parties agree to maintain the confidentiality of any records or documents, from third party disclosure, that is deemed confidential and/or exempt from public records disclosure pursuant to federal or state law including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (407) 327-5955, _CityClerkDepartment@winterspringsfl.org, 1126 East State Road 434, Winter Springs, Florida 32708.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the 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 by law. SERVICE PROVIDER shall 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 the Agreement term. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE

PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement

11. The SERVICE PROVIDER shall maintain in effect, during the life of this Agreement, a minimum of \$1,000,000.00 professional, general, and auto liability insurance policies (combined single limit for each occurrence), as well as, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement. Current, valid insurance policies meeting the requirements herein identified shall be maintained with the CITY during the term of this Agreement. Renewal certificates shall be sent to the CITY prior to any expiration date. There shall also be a thirty (30) day advance written notification to the CITY in the event of cancellation or modification of any stipulated insurance coverage.
12. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

CITY OF COCOA, FLORIDA

ATTEST:

BY:

JAKE WILLIAMS, JR.
MAYOR

BY:

CARIE SHEALY
CITY CLERK

(CITY SEAL)

INSURANCE BROKER

BY: _____

ITS: _____

EXHIBIT A – Scope of Services to be Provided by Service Provider

1. **The below list of services, as outlined in RFP # P-20-09-COC, are to be provided by SERVICE PROVIDER as part of inclusive services for the following lines of coverage: Medical Insurance with Prescription Coverage, Dental Insurance, Vision Insurance, Flexible Spending Account, Life Insurance, Disability Insurance, Employee Assistance Program:**
 - A. Analyze the insurance needs of the City and provide unbiased professional guidance and recommendations for changes where appropriate or dictated by the changing market conditions or laws.
 - B. Provide an online benefit enrollment program with ongoing service and support of all benefit programs selected, including but not limited to online enrollment system, qualifying events, eligibility transmittal to contractors, reports, and on-going day-to-day requests (must be an online system compatible with Central Square Payroll Applications (Sungard / Naviline);
 -
 - C. Act as a resource to advise the City in the areas of HIPAA, PPACA, FMLA, ADAAA, COBRA, ERISA, Section 125, EEO laws and any other areas in the insurance field where expertise and guidance may be requested;
 - D. Assist in areas of compliance, Summary Plan Descriptions, IRS form 5500, Forms 1094-1095, Non-Discrimination Tests, etc.;
 - E. Assist the City with the annual actuarial filing as required under F.S. § 112.08 for self-funded medical plans.
 - F. Researching and advising the City of change in federal and/or local laws that could affect the City and employee benefit programs;
 - G. As requested by the City, preparing solicitation specifications and soliciting proposals from insurance markets that specialize in group insurance plans as needed. Evaluate submittals and respondents including administration, claim payment procedures, customer service, network, reserve establishment policies, financial soundness, and identifying the most cost-beneficial package from among various bid/proposers;
 - H. Representing the City in all negotiations with providers on all issues including those related to premiums, benefit levels, plan design and special terms and conditions, determining and recommending the most economical health benefit programs;
 - I. Review and be responsible for the accuracy and correctness, prior to delivery, of excess/reinsurance coverage documents and/or pricing policies, including all changes and endorsements;

- J. Provide coverage documents for all benefit plans;
- K. Meeting with and providing reports to various City representatives;
- L. Conduct analysis of insurance and wellness programs within other organizations and/or local governments to compare best practices;
- M. Provide open enrollment support, including timeline development, assisting with design of benefit communications and attending open enrollment employee meetings;
- N. Produce and print Employee and Retiree Benefit Booklets for distribution.
- O. Provide various claims review reports as requested;
- P. Advise the City regarding “gaps” in coverage and/or inadequate coverage;
- Q. Participate in marketing and educational programs;
- R. Assistance with maintaining up-to-date policies and procedures to insure compliance with federal and state standards and regulations;
- S. Attend events concerning the City’s Insurance matters including the Wellness and Benefits Fair, City Council meetings discussing insurance and employee benefits, or any insurance or wellness committee meetings and any other meeting deemed appropriate by the City;
- T. Provide the City with any additional recommendations including but not limited to benefits and wellness programs or initiatives that will foster innovative practices and options; and, assist the City with the implementation and communication of new programs or changes to existing programs;
- U. Any additional services agreed upon by the City and Agent/ Insurance Broker;
- V. Assisting City staff in administering all group insurance plans, responding to questions from and providing information to staff and providing other consulting services during the course of the plan year;
- W. Review claims experience, claim service, and claim administration to ensure maximum benefit to the City and covered plan members;
- X. Determine and recommend the most economical funding methods for the benefit programs, to include fully-insured, self-insured, and/or minimum premium programs, and strike a balance between cost and comprehensiveness of the programs;
- Y. Meet and provide reports to the various City representatives, including Human Resources, Finance and City Management departments;

EXHIBIT A CONTINUED

2. Additionally, inclusive to this agreement are the standard SERVICE PROVIDER Services, provided for each plan year of October 1 – September 30th, pursuant to this agreement, as outlined below:

- A. Conduct detailed review, analysis and projection sessions with decision makers at key points throughout the plan year: mid-plan year, fourth quarter, and pre-renewal.
- B. Negotiate renewal rates, benefits, and services with group insurance carriers to maximize value for the CITY.
- C. Attend and/or conduct group insurance committee meetings with employees and management. Conduct review sessions and renewal negotiations based on experience periods.
 - Provide review/analysis/projections to include:
 - Projected renewal costs
 - Enrollment analysis and comparisons
 - Claims analysis and comparisons
 - High cost claim summary
 - Network utilization and cost avoidance reports
 - Any additional reports determined to be needed and available and that the SERVICE PROVIDER believes will be beneficial to the CITY
- D. Support the CITY administrative staff by resolving important enrollment and billing problems.
- E. Serve the CITY's employees by resolving individual benefit delivery issues including special problems with providers and claims.
- F. Assist with annual employee open enrollment meeting for the purpose of supporting and improving service to employees and assist the CITY in getting an online enrollment system up and running on the CITY's system.
- G. Provide detailed quarterly reports analyzing plan revenues, claims, and administrative expenses and their fees including SERVICE PROVIDER commissions, in a format that is easy to understand and helpful in decision-making.
- H. Be available for questions, explanations, discussions, and respond to requests from Human Resources or City Management within the time frame requested.
- I. Provide guidance and assistance with COBRA compliance and administration.

- J. Provide administration (or pay for administration services) for COBRA voluntary benefits, leave of Absence voluntary benefits, and Retiree voluntary benefits.
- K. Meet with employee insurance advisory committee about strategic planning on an as needed basis.
- Provide Additional Services
 - Program Implementation
 - Ongoing Service
 - On-site Service
 - Employee Surveys
 - Employee Benefits Handbook
 - In-House Graphics Department – Professional Employee Communications
 - Produce Formal Proposals / Make Presentations

Final Page
End of Bid Package

**Insurance Broker Services – Employee
Benefits**

RFP # P-20-09-COC

FEBRUARY 3, 2020
CITY OF COCOA
Heath Hancher, Purchasing & Contracts Manager