

Solicitation R2114673P1

Employee Benefits Consulting Services

Bid Designation: Public



Broward County Board of County Commissioners

Bid R2114673P1 Employee Benefits Consulting Services

Bid Number R2114673P1
Bid Title Employee Benefits Consulting Services

Bid Start Date In Held
Bid End Date Jul 17, 2017 5:00:00 PM EDT
Question & Answer End Date Jul 5, 2017 5:00:00 PM EDT

Bid Contact Jacqueline Chapman
954-357-7996
jchapman@broward.org

Bid Contact Marie Williams
954-357-5856
mariwilliams@broward.org

Contract Duration 3 years
Contract Renewal 2 annual renewals
Prices Good for See Specifications
Pre-Bid Conference Jun 28, 2017 10:00:00 AM EDT
Attendance is optional
Location: BROWARD COUNTY GOVERNMENT CENTER BUILDING
115 N. Andrews Avenue, Room GC-301
Ft. Lauderdale, FL 33301
10:00 AM

The Pre-Bid Meeting presents an opportunity for vendors clarify any concerns regarding the Request for Proposal (RFP) solicitation requirements.

Bid Comments **Summary Scope of Services:**
Broward County seeks to engage the services of a qualified firm to provide Employee Benefits Consulting Services for a fixed monthly fee for certain services, and additional services on an ad-hoc basis related to the employee benefits and plans, including but not limited to the solicitation process, analysis, compliance, strategy and monthly review of health and pharmacy claims through use of a data warehouse maintained by the firm. **(Refer to Scope of Services for additional information).**

Confidential Documents:

Proposers are required to **SEPARATELY** package confidential documents, mark the package **CONFIDENTIAL**, and submit the document(s) citing the appropriate Florida Statute governing the claim of confidentiality before the solicitation deadline.

Goal Participation:

This solicitation is open to the general marketplace.

Questions and Answers:

The County is not obligated to respond to any questions received after the listed deadline. Vendors should submit questions through the Question and Answer Section available in BidSync.

Vendor **MUST** submit its solicitation response electronically and **MUST** confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. **Vendors are encouraged to**

Broward County Board of
County Commissioners

submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

Submit **CONFIDENTIAL** information to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, Florida 33301
RFP No.: R2114673P1

CITE CONFIDENTIALITY (Per Florida Statute): _____
(Information claimed to be Confidential must be submitted as specified)

Item Response Form

Item **R2114673P1--01-01 - CONSULTING SERVICES - Employee Benefits Consulting Services
(Fixed Monthly Fee): Consulting Services - Year 1 (Monthly Fee)**

Lot Description Consulting Services

Quantity **12 month**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
HR0052
EMPLOYEE BENEFITS
BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 12

Description

Fix monthly fee for services related to employee benefits. Refer to Scope of Service for detailed information.

Item **R2114673P1--01-02 - CONSULTING SERVICES - Employee Benefits Consulting Services
(Fixed Monthly Fee): Consulting Services - Year 2 (Monthly Fee)**

Lot Description Consulting Services

Quantity **12 month**

Unit Price

Delivery Location **Broward County Board of County Commissioners**
HR0052
EMPLOYEE BENEFITS
BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 12

Description

Fix monthly fee for services related to employee benefits. Refer to Scope of Service for detailed information.

Item **R2114673P1--01-03 - CONSULTING SERVICES - Employee Benefits Consulting Services
(Fixed Monthly Fee): Consulting Services - Year 3 (Monthly Fee)**

Lot Description Consulting Services

Quantity **12 month**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

Broward County Board of
County Commissioners

HR0052
EMPLOYEE BENEFITS
BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 12

Description

Fix monthly fee for services related to employee benefits. Refer to Scope of Service for detailed information.

Item **R2114673P1--01-04 - CONSULTING SERVICES - Employee Benefits Consulting Services (Fixed Monthly Fee): Consulting Services - Year 4 (Monthly Fee)**
Lot Description Consulting Services
Quantity **12 month**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
HR0052
EMPLOYEE BENEFITS
BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 12

Description

Fix monthly fee for services related to employee benefits. Refer to Scope of Service for detailed information.

Item **R2114673P1--01-05 - CONSULTING SERVICES - Employee Benefits Consulting Services (Fixed Monthly Fee): Consulting Services - Year 5 (Monthly Fee)**
Lot Description Consulting Services
Quantity **12 month**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
HR0052
EMPLOYEE BENEFITS
BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 12

Description

Fix monthly fee for services related to employee benefits. Refer to Scope of Service for detailed information.

Item **R2114673P1--02-01 - DATA WAREHOUSE COLLECTION AND REPORTING - Employee Benefits Consulting Services (Fixed Monthly Fee): Data warehouse collection and reporting - Year 1 (Monthly Fee)**
Lot Description Data warehouse collection and reporting
Quantity **12 month**
Unit Price
Delivery Location **Broward County Board of County Commissioners**
HR0052
EMPLOYEE BENEFITS

BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 12

Description

Fix monthly fee for services related to employee benefits. Refer to Scope of Service for detailed information.



Item **R2114673P1--02-02 - DATA WAREHOUSE COLLECTION AND REPORTING - Employee Benefits Consulting Services (Fixed Monthly Fee): Data warehouse collection and reporting - Year 2 (Monthly Fee)**

Lot Description Data warehouse collection and reporting

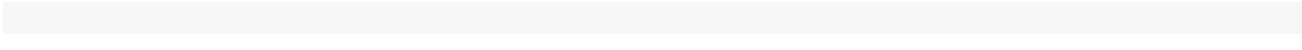
Quantity 12 month

Unit Price

Delivery Location **Broward County Board of County Commissioners**
HR0052
EMPLOYEE BENEFITS
BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 12

Description

Fix monthly fee for services related to employee benefits. Refer to Scope of Service for detailed information.



Item **R2114673P1--02-03 - DATA WAREHOUSE COLLECTION AND REPORTING - Employee Benefits Consulting Services (Fixed Monthly Fee): Data warehouse collection and reporting - Year 3 (Monthly Fee)**

Lot Description Data warehouse collection and reporting

Quantity 12 month

Unit Price

Delivery Location **Broward County Board of County Commissioners**
HR0052
EMPLOYEE BENEFITS
BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 12

Description

Fix monthly fee for services related to employee benefits. Refer to Scope of Service for detailed information.



Item **R2114673P1--02-04 - DATA WAREHOUSE COLLECTION AND REPORTING - Employee Benefits Consulting Services (Fixed Monthly Fee): Data warehouse collection and reporting - Year 4 (Monthly Fee)**

Lot Description Data warehouse collection and reporting

Quantity 12 month

Unit Price

Delivery Location **Broward County Board of County Commissioners**
HR0052
EMPLOYEE BENEFITS

Broward County Board of
County Commissioners

BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 12

Description

Fix monthly fee for services related to employee benefits. Refer to Scope of Service for detailed information.

Item	R2114673P1--02-05 - DATA WAREHOUSE COLLECTION AND REPORTING - Employee Benefits Consulting Services (Fixed Monthly Fee): Data warehouse collection and reporting - Year 5 (Monthly Fee)
Lot Description	Data warehouse collection and reporting
Quantity	12 month
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER 115 S. ANDREWS AVENUE FORT LAUDERDALE FL 33301 Qty 12

Description

Fix monthly fee for services related to employee benefits. Refer to Scope of Service for detailed information.

Item	R2114673P1--03-01 - ANNUAL SERVICES - Employee Benefits Consulting Services (Annual Fee): Filing Fees - Year 1 - (Annual Fee)
Lot Description	ANNUAL SERVICES
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER 115 S. ANDREWS AVENUE FORT LAUDERDALE FL 33301 Qty 1

Description

Florida Office of Insurance Regulation (FLOIR) annual filing for self-funded health and pharmacy plan. Refer to Scope of Service for detailed information.

Item	R2114673P1--03-02 - ANNUAL SERVICES - Employee Benefits Consulting Services (Annual Fee): Filing Fees - Year 2 - (Annual Fee)
Lot Description	ANNUAL SERVICES
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER

Broward County Board of
County Commissioners

115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 1

Description

Florida Office of Insurance Regulation (FLOIR) annual filing for self-funded health and pharmacy plan. Refer to Scope of Service for detailed information.

Item	R2114673P1--03-03 - ANNUAL SERVICES - Employee Benefits Consulting Services (Annual Fee): Filing Fees - Year 3 - (Annual Fee)
Lot Description	ANNUAL SERVICES
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER 115 S. ANDREWS AVENUE FORT LAUDERDALE FL 33301 Qty 1

Description

Florida Office of Insurance Regulation (FLOIR) annual filing for self-funded health and pharmacy plan. Refer to Scope of Service for detailed information.

Item	R2114673P1--03-04 - ANNUAL SERVICES - Employee Benefits Consulting Services (Annual Fee): Filing Fees - Year 4 - (Annual Fee)
Lot Description	ANNUAL SERVICES
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER 115 S. ANDREWS AVENUE FORT LAUDERDALE FL 33301 Qty 1

Description

Florida Office of Insurance Regulation (FLOIR) annual filing for self-funded health and pharmacy plan. Refer to Scope of Service for detailed information.

Item	R2114673P1--03-05 - ANNUAL SERVICES - Employee Benefits Consulting Services (Annual Fee): Filing Fees - Year 5 - (Annual Fee)
Lot Description	ANNUAL SERVICES
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER

Broward County Board of
County Commissioners

115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 1

Description

Florida Office of Insurance Regulation (FLOIR) annual filing for self-funded health and pharmacy plan. Refer to Scope of Service for detailed information.

Item	R2114673P1--03-06 - ANNUAL SERVICES - Employee Benefits Consulting Services (Annual Fee): Stop Loss Insurance Services - Year 1 (Annual Fee)
Lot Description	ANNUAL SERVICES
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER 115 S. ANDREWS AVENUE FORT LAUDERDALE FL 33301 Qty 1

Description

Stop Loss Insurance Services. Refer to Scope of Service for detailed information.

Item	R2114673P1--03-07 - ANNUAL SERVICES - Employee Benefits Consulting Services (Annual Fee): Stop Loss Insurance Services - Year 2 (Annual Fee)
Lot Description	ANNUAL SERVICES
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER 115 S. ANDREWS AVENUE FORT LAUDERDALE FL 33301 Qty 1

Description

Stop Loss Insurance Services. Refer to Scope of Service for detailed information.

Item	R2114673P1--03-08 - ANNUAL SERVICES - Employee Benefits Consulting Services (Annual Fee): Stop Loss Insurance Services - Year 3 (Annual Fee)
Lot Description	ANNUAL SERVICES
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER 115 S. ANDREWS AVENUE FORT LAUDERDALE FL 33301

Qty 1

Description

Stop Loss Insurance Services. Refer to Scope of Service for detailed information.

Item	R2114673P1--03-09 - ANNUAL SERVICES - Employee Benefits Consulting Services (Annual Fee): Stop Loss Insurance Services - Year 4 (Annual Fee)
Lot Description	ANNUAL SERVICES
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER 115 S. ANDREWS AVENUE FORT LAUDERDALE FL 33301 Qty 1

Description

Stop Loss Insurance Services. Refer to Scope of Service for detailed information.

Item	R2114673P1--03-10 - ANNUAL SERVICES - Employee Benefits Consulting Services (Annual Fee): Stop Loss Insurance Services - Year 5 (Annual Fee)
Lot Description	ANNUAL SERVICES
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER 115 S. ANDREWS AVENUE FORT LAUDERDALE FL 33301 Qty 1

Description

Stop Loss Insurance Services. Refer to Scope of Service for detailed information.

Item	R2114673P1--04-01 - ADDITIONAL SERVICES - Employee Benefits Consulting Services (Project Fee): Project Fee - Renewal Services (Pharmacy Plan)
Lot Description	Additional ad-hoc services
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	Broward County Board of County Commissioners <u>HR0052</u> EMPLOYEE BENEFITS BENEFITS MANAGER 115 S. ANDREWS AVENUE FORT LAUDERDALE FL 33301 Qty 1

Description

Ad-hoc Services Project Fee. Refer to Scope of Service for detailed information.

Item **R2114673P1--04-02 - ADDITIONAL SERVICES - Employee Benefits Consulting Services
(Project Fee): Project Fee - Procurement Services (Pharmacy Plan)**

Lot Description **Additional ad-hoc services**

Quantity **1 fee**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

HR0052
EMPLOYEE BENEFITS
BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 1

Description

Ad-hoc Services Project Fee. Refer to Scope of Service for detailed information.

Item **R2114673P1--04-03 - ADDITIONAL SERVICES - Employee Benefits Consulting Services
(Project Fee): Project Fee - Renewal Services (Health Plan)**

Lot Description **Additional ad-hoc services**

Quantity **1 fee**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

HR0052
EMPLOYEE BENEFITS
BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 1

Description

Ad-hoc Services Project Fee. Refer to Scope of Service for detailed information.

Item **R2114673P1--04-04 - ADDITIONAL SERVICES - Employee Benefits Consulting Services
(Project Fee): Project Fee - Procurement Services (Health Plan)**

Lot Description **Additional ad-hoc services**

Quantity **1 fee**

Unit Price

Delivery Location **Broward County Board of County Commissioners**

HR0052
EMPLOYEE BENEFITS
BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 1

Description

Ad-hoc Services Project Fee. Refer to Scope of Service for detailed information.

Scope of Service

The purpose of the solicitation is to engage the services of a qualified firm to provide benefits consulting services for a fixed monthly fee for certain services and additional services on an ad-hoc basis related to Broward County's employee benefit plan, including but not limited to procurement services, analysis, compliance, strategy and monthly review of health and pharmacy claims through use of a data warehouse maintained by the firm.

SCOPE AND BACKGROUND

EMPLOYEE BENEFITS CONSULTING SERVICES

The County is soliciting proposals for a full service Employee Benefits Consulting firm to provide expert knowledge and advice and to perform consulting and actuarial services for welfare benefit programs and related products with emphasis on public sector experience. Services will be provided both on a fixed monthly fee and on an ad-hoc basis based on a cost quotation and issuance of a work order and notice to proceed.

BACKGROUND INFORMATION

Insured Lives

- 5,552 benefit eligible employees
- 4,667 employees insured for health coverage, 9,249 insured lives including eligible dependents

Self-Insured Health Plans Currently Offered through UnitedHealthcare

- High Deductible Health Plan Base Plan (HDHP Base) with County-funded HSA
- HDHP In/Out of Network Plan (HDHP OON) with County-funded HSA
- Consumer Driven Health Plan (CDH Plan) High (HMO with copays and deductible)
- CDH Low (HMO with copays and deductible)

Stop Loss Insurance

Self-Insured Pharmacy Program

- OptumRx

Other Voluntary Benefit Programs Offered

- Flexible Spending Accounts
- Dental DHMO and PPO plans (Humana/CompBenefits)
- Vision Plan (UnitedHealthcare)
- Term Life Insurance (Securian)
- Long Term Disability (LTD) (Standard)
- Personal Income Protection Plans (Allstate)

- Prepaid Legal (U.S. Legal Services)
- Deferred Compensation (Brighthouse, ICMA, Nationwide)

Consultant will assist the County with meeting the challenges related to the Affordable Care Act regulations and requirements in addition to containing costs of providing benefits in a changing marketplace, including innovative ways to offset risk to obtain the best coverage at the lowest cost possible to provide financially competitive and affordable benefit programs to our employees.

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The selected consultant should anticipate assignments that may include an array of optional services and projects including but not limited to:

- a. Strategic Planning
 - i. Assist County in short and long term employee benefit strategic planning.
 - ii. Conduct trend analysis forecasts, project future level of reserves, and analyze the claims payment time lag pattern.
 - iii. Assist County in the development, implementation and ongoing management of an effective and measurable wellness program that will reduce health and welfare cost over the long term.
 - iv. Participate in management presentations involving benefit strategies and issues.
- b. Underwriting/Actuarial Services
 - i. Provide actuary services as needed. Calculate and recommend appropriate premium rates, administrative fees, and self-funded plan liabilities to maintain the viability of the plans, insuring quality and cost-effective benefits are provided by the plans.
 - ii. Provide actuarial costing of legislative proposals for mandated benefit programs.
- c. Data Warehouse:
 - i. Integrate claims data from health and pharmacy providers to provide detailed monthly reporting and analysis; meet monthly to review.
 - ii. Prepare financial exhibits that provide the County with the information needed to make informed decisions regarding County's benefits plan designs and funding levels.
- d. Request For Proposal (RFP) assistance:
 - i. Assist the County with RFP process to select a vendor for the County's health plan (fully-insured or self-insured).
 - ii. Assist the County with RFP process to select a vendor for the County's self-insured pharmacy plan.
- e. Compliance:
 - i. Provide updates on pertinent proposed and enacted benefits legislation, including Patient Protection and Affordable Care Act (PPACA).
 - ii. Provide research and professional advice on new developments in benefits law and programs both state and federal, making sure County is always current on any new developments and/or requirements relative to legally administering its benefits plans, i.e. Public Health Service Act, HIPPA, COBRA and others.
 - iii. Provide support in the preparation of reports and senior management presentations.

FIXED MONTHLY FEE

#	SERVICE	Year 1	Year 2	Year 3	Year 4	Year 5
		MONTHLY FEE	MONTHLY FEE	MONTHLY FEE	MONTHLY FEE	MONTHLY FEE
1.	<p>Consulting Services</p> <ul style="list-style-type: none"> ▪ Monitor and advise County of current issues in the area of benefits law and administration including advice regarding HIPAA, COBRA, Medicare, Affordable Care Act, HealthCare Reform and other similar state and federal laws that govern group insurance programs. ▪ Assist County in short and long term employee benefit strategic planning. ▪ Participate in management presentations involving benefit strategies and issues. ▪ Serve as a source of general expertise for various benefit issues the County may encounter. ▪ Provide support in the preparation of reports and senior management presentations. ▪ Provide annual premium equivalent rates by plan and tier for health and pharmacy plans including "One on" Medicare and "Two on" Medicare for retiree coverage. ▪ Attend annual review with health and pharmacy vendors. ▪ Provide actuarial Claim Reserve Recommendation including Lag Report for health and pharmacy plans by November 1st of each year. ▪ Assist with annual funding projections and recommendations for health and pharmacy plans for upcoming year to include legislative and compliance updates, historical plan performance, breakdown of costs between County and employee, member spend, member utilization by service, network provider opportunities 					

#	SERVICE	Year 1	Year 2	Year 3	Year 4	Year 5
		MONTHLY FEE	MONTHLY FEE	MONTHLY FEE	MONTHLY FEE	MONTHLY FEE
2.	<p>Data warehouse collection and reporting:</p> <ul style="list-style-type: none"> ▪ Import and store data from health and pharmacy vendors on a monthly basis. ▪ System must be capable of creating standard and ad hoc reports. ▪ System must allow the County Benefits staff access to the reporting tool. ▪ Provide a reporting package that includes a summary and data of plan performance, experience, trend, utilization (on an aggregate basis) on a quarterly basis. ▪ On a monthly basis provide electronically the following: <ul style="list-style-type: none"> a. Monthly Group Monitoring Report (GMR) by Plan and Total Combined to include employee and member counts, County Budgeted Premium including Health Savings Account contributions, Employee Contributions, Gross Claims, Gross Administration Expenses, Total Gross Cost. Report should include Per Employee Per Month (PEPM) costs for each category. b. Plan Experience Summary to include Claim Summary, Total Cost Summary and Budget to Actual Summary. c. Claim Cost by Age Group to include # members, # claimants, # of services, Total Charges, Discount Amount, Employee Responsibility, Plan Payment, Allowed Charges. d. Large Claim Report to include Paid through date, de-identified Claimant #, Most Expensive Diagnosis/Treatment, Disease Category, Prior Month/YTD Payment, YTD Payment, Specific Deductible, Amount Reimbursed. 					

	<p>e. Preventable Conditions to include Diagnosis Category, # Admissions, Avg. Length of Stay, Average paid per day, # of Services, # of patients, Average paid per patient, Total charges, Plan Payment, Diagnosis Prefixes Considered.</p> <p>f. Prescription Analysis to include Rank, Drug name, Drug class, NDC#, Brand/Generic, Quantity Dispensed, # of Rx, Total Charges, Plan Payment, % of Payment, Average Plan Payment, Employee Responsibility. Report should include Distribution of Paid Amount Summary to include Top 25 Drugs, Other Drugs, Total Plan Share.</p> <p>g. Monthly Cost Summary to include Employee and Member counts, Claims processed, Services processed, Total charges, Discount amount, Employee responsibility, Exclusions, Other insurance, Plan Payment, Plan Payment per Employee, Plan Payment per Member. Report should include a summary of Medical Plan Payments and Rx Plan Payments.</p> <p>h. Monitor Health and Pharmacy Stop Loss to ensure accurate reimbursement for claims exceeding individual and aggregate thresholds.</p> <ul style="list-style-type: none"> ▪ System Reporting Tool shall provide the following reports (including, but not limited to): <ul style="list-style-type: none"> a. Duplicate claims b. Contractual rates and performance (provided UHC agrees to provide WFIS with discount data) c. Engagement rates for preventive services. (provided UHC agrees to provide WFIS with data) d. Provide care compliance reporting that includes gaps in care. 					
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	<ul style="list-style-type: none"> e. Care compliance risk management (individual member exceed certain threshold, track care and identify gaps in care) f. Stop loss tracking g. Sweep of data for claims associated with automobile accidents for subrogation purposes h. Utilization Benchmarking/Comparison i. Emerging Claims j. Advanced Imaging k. Clinical Risk Groups - Disease Management Metrics & Compliance. (provided UHC agrees to provide WFIS with data) l. Demographic Analysis m. Network Analysis n. Monthly Cost Summary – per month summary of claim expenditures, network discounts and employee responsibility. Action Plan Summary. o. Shock Claims – review high claims members and the costs incurred. p. Plan Experience Summary – Eligibility and plan cost summary on a per-month basis. q. Key Utilization Indicators – Summary –level trend analysis of employee census and benefits. 					
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ANNUAL SERVICES

#	SERVICE	Year 1	Year 2	Year 3	Year 4	Year 5
		ANNUAL FEE	ANNUAL FEE	ANNUAL FEE	ANNUAL FEE	ANNUAL FEE
1.	Filing Fee Florida Office of Insurance Regulation annual self-funded health and pharmacy plan filing to include actuarial services and filing of reports.					
2.	Stop Loss Insurance Services Prepare a complete Stop Loss Insurance bid package with specifications including, but not limited to, a match of existing County coverage and/or alternatives, dependent upon the County's specific claim utilization and needs. Ensure that the current County stop loss contract, medical/Rx benefit summaries, proposed plan changes, census, 2-years medical/Rx claims by month, enrollment by month/tier and large claims with diagnosis are provided to proposing vendors. Upon receipt of proposals, the Employee Benefits Consultant will analyze and summarize each proposal, and provide a complete report outlining the proposal that would best suit the County needs.					

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ADDITIONAL SERVICES

Additional services may be desired from time to time for special projects. These additional services will be performed at the request of County and will be paid by Work Order on an ad hoc basis. Services that may be requested, include but are not limited to, those listed below. Additional ad hoc services may also be requested as the need arises.

All Work Orders issued pursuant to this Agreement shall not exceed \$300,000, cumulative, over the term of the Agreement, including any renewals or extensions. The County agrees to pay the compensation as set forth in each Work Order for the work actually performed and completed. It is acknowledged and agreed that the amount in each Work Order is the maximum payable and constitutes a limitation upon the County’s obligation to compensate for the services listed therein. This maximum amount does not constitute a limitation of any sort upon the obligation to perform all items of work required by or which can be reasonably inferred from each Work Order.

#	Service	Project Fee
1.	<p>Renewal Services (Pharmacy Plan) Analyze renewal proposal for self-insured pharmacy plan. Participate in negotiation meetings and attend Board meetings as requested. This includes, but is not limited to the following tasks:</p> <ul style="list-style-type: none"> • Obtain Claims Utilization • Review Claims Utilization • Identify Cost Drivers • Evaluate Renewal Terms and Underwriting Components including contractual, clinical, and operational • Evaluate Plan Design Changes, if needed • Evaluate Performance Guarantees • Negotiate Clinical Metrics • Identify technology improvements and resources to include • Negotiate Contract Terms • Negotiate Fee Structure • Negotiate Discounts and Rebates • Negotiate Performance • Negotiate Content of Scope of Services • Develop presentation to Administration & Commissioners • Meet with all parties including debriefings with Commissioners & staff 	
2.	<p>Procurement Services (Pharmacy Plan) Prepare complete Request for Proposals (RFP) solicitation documents and provide analysis of responses for self-insured pharmacy plan. Participate in negotiation meetings and attend Board meetings as requested. This includes, but is not limited to the following tasks:</p> <ul style="list-style-type: none"> • Develop RFP specifications that are culturally appropriate for the County 	

	<ul style="list-style-type: none"> • Coordinate with the County's Purchasing Division and Human Resources to deliver and release the RFP • Manage carrier / service provider queries forwarded by the County's Purchasing Division in an efficient and timely manner • Analyze all responses: network evaluation, provider disruption analysis, discount analysis, pricing analysis, care management, account services and resources, wellness and engagement, plan design compatibility and innovations, rate structure, administrative services, resources, Communication - resources, cost, capabilities Technology - resources, cost, capabilities, • Account management team, reporting capabilities, flexibility to prepare executive summary & report • Debrief with Administration and Commissioners • Present to Administration and Commissioners • Negotiate with team and number one ranked firm 	
<p>3.</p>	<p>Renewal Services (Health Plan) Analyze renewal proposal for self-insured health plan. Participate in negotiation meetings and attend Board meetings as requested. This includes, but is not limited to the following tasks:</p> <ul style="list-style-type: none"> • Obtain Claims Utilization, Contractual Terms, Performance Metrics • Review Claims Utilization and Performance Metrics • Identify Contractual, Clinical, and Operational Cost Drivers • Evaluate Renewal Terms and Underwriting Components • Evaluate Plan Design Changes, if needed • Evaluate market based alternatives including, but not limited to, onsite or near site solutions • Evaluate Network Performance • Evaluate Disease management Performance and Engagement • Develop standard underwriting projections and market based targets / underwriting & Actuarial work • Negotiate Contract Terms • Negotiate Fee Structure • Negotiate Performance Guarantees • Negotiate Content of Scope of Services • Develop presentation to Administration & Commissioners • Meet with all parties including debriefings with Commissioners & staff 	
<p>4.</p>	<p>Procurement Services (Health Plan) Prepare complete Request for Proposals (RFP) solicitation documents and provide analysis of responses for self-insured health plan. Participate in negotiation meetings and attend Board meetings as requested. This includes, but is not limited to the following tasks:</p>	

	<ul style="list-style-type: none">• Develop RFP specifications that are culturally appropriate for the County• Coordinate with the County's Purchasing Division and Human Resources to deliver and release the RFP• Manage carrier / service provider queries forwarded by the County's Purchasing Division in an efficient and timely manner• Analyze all responses: network evaluation, provider disruption analysis, discount analysis, pricing analysis, care management, account services and resources, wellness and engagement, plan design compatibility and innovations, rate structure, administrative services, resources, Communication - resources, cost, capabilities Technology - resources, cost, capabilities,• Account management team, reporting capabilities, flexibility to prepare executive summary & report• Debrief with Administration and Commissioners• Present to Administration and Commissioners• Negotiate with team and number one ranked firm	
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Standard Instructions for Vendors

Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions.

A. Responsiveness Criteria:

In accordance with Broward County Procurement Code Section 21.8.b.65, a Responsive Bidder [Vendor] means a person who has submitted a proposal which conforms in all material respects to a solicitation. The solicitation submittal of a responsive Vendor must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the solicitation documents to be submitted at the time of proposal opening.

Failure to provide the information required below at the time of submittal opening may result in a recommendation Vendor is non-responsive by the Director of Purchasing. The Selection or Evaluation Committee will determine whether the firm is responsive to the requirements specified herein. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.30.f.1(c) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors**, for Additional Responsiveness Criteria requirement(s).

1. Lobbyist Registration Requirement Certification

Refer to **Lobbyist Registration Requirement Certification**. The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

2. Addenda

The County reserves the right to amend this solicitation prior to the due date. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. If a "must" addendum is issued, Vendor must follow instructions and submit required information, forms, or acknowledge addendum, as instructed therein. It is the responsibility of all potential Vendors to monitor the solicitation for any changing information, prior to submitting their response.

B. Responsibility Criteria:

Definition of a Responsible Vendor: In accordance with Section 21.8.b.64 of the Broward County Procurement Code, a Responsible Vendor means a Vendor who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance.

The Selection or Evaluation Committee will recommend to the awarding authority a determination of a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsive.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors**, for Additional Responsibility Criteria requirement(s).

1. **Litigation History**

- a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified on the **Litigation History Form**.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- f. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive.

2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal in order to demonstrate the Vendor's financial capabilities.
- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.
- c. If a Vendor has been in business for less than the number of years of required financial

statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.

- d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.
- e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to **Standard Instructions to Vendors**, Confidential Material/ Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.
- f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. Authority to Conduct Business in Florida

- a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.
- b. The County will review the Vendor's business status based on the information provided in response to this solicitation.
- c. It is the Vendor's responsibility to comply with all state and local business requirements.
- d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.
- e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.
- f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.
- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. Affiliated Entities of the Principal(s)

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification Form**.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

5. Insurance Requirements

The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. It is not necessary to have this level of insurance in effect at the time of submittal, but it is necessary to submit certificates indicating that the Vendor currently carries the insurance or to submit a letter from the carrier indicating it can provide insurance coverages.

C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

1. Vendor Questionnaire

Vendor is required to submit detailed information on their firm. Refer to the **Vendor Questionnaire** and submit as instructed.

2. Standard Certifications

Vendor is required to certify to the below requirements. Refer to the **Standard Certifications** and submit as instructed.

- a. **Cone of Silence Requirement Certification**
- b. **Drug-Free Workplace Certification**
- c. **Non-Collusion Certification**
- d. **Public Entities Crimes Certification**
- e. **Scrutinized Companies List Certification**

3. Subcontractors/Subconsultants/Suppliers Requirement

The Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Form** and submit as instructed.

D. Standard Agreement Language Requirements

1. The acceptance of or any exceptions taken to the terms and conditions of the County's Agreement shall be considered a part of a Vendor's submittal and will be considered by the Selection or Evaluation Committee.
2. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.
3. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. If the **Agreement Exception Form** is not provided with the submittal, it shall be deemed an affirmation by the Vendor that it accepts the Agreement terms and conditions as disclosed in the solicitation.
4. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally, a brief

justification specifically addressing each provision to which an exception is taken should be provided.

5. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorably by the Selection or Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - b. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:

$$\frac{\text{(Lowest Proposed Price/Vendor's Price)} \times \text{(Maximum Number of Points for Price)}}{\text{= Price Score}}$$

- c. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or Evaluation Committee will either:
 - i. Rank shortlisted firms; or
 - ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

If applicable, as indicated in **Special Instructions to Vendors**, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. A copy of the demonstration (hard copy, DVD, CD, flash drive or a combination of both) should be given to the Purchasing Agent at the demonstration meeting to retain in the Purchasing files.

G. Presentations

If applicable, as indicated in **Special Instructions to Vendors**, all Vendors that are found to be both responsive and responsible to the requirements of the solicitation will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary.

H. Public Art and Design Program

If indicated in **Special Instructions to Vendors**, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

I. Committee Appointment

The Cone of Silence shall be in effect for County staff at the time of the Selection or Evaluation Committee appointment and for County Commissioners and Commission staff at the time of the Shortlist Meeting of the Selection Committee or the Initial Evaluation Meeting of the Evaluation Committee. The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

J. Committee Questions, Request for Clarifications, Additional Information

At any committee meeting, the Selection or Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested) including a representative of the Vendor that has the authority to bind.

Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendors to participate via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation are requested to participate in a final (or presentation) Selection or Evaluation committee meeting.

K. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Bid Sync.

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all response submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute(s) allowing the document to be treated as confidential.

5. Except for the materials submitted in compliance with this section, any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated elsewhere in the submittal otherwise the Vendor's claim for confidentiality will be deemed as a waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Copyrighted material will be accepted as part of a submittal only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

N. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

O. Local Preference

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

P. Tiebreaker Criteria

In accordance with Section 21.31.d of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation. In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. **Local Vendor Certification Form (Preference and Tiebreaker);**
2. **Domestic Partnership Act Certification (Requirement and Tiebreaker);**
3. **Tiebreaker Criteria Form: Volume of Work Over Five Years**

Q. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and contract award results. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

R. Review and Evaluation of Responses

A Selection or Evaluation Committee is responsible for recommending the most qualified Vendor(s). The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization for the committee members. Agency staff prepares a report, including a matrix of responses

submitted by the Vendors. This may include a technical review, if applicable.

2. Staff identifies any incomplete responses. The Director of Purchasing reviews the information and makes a recommendation to the Selection or Evaluation Committee as to each Vendor's responsiveness to the requirements of the solicitation. The final determination of responsiveness rests solely on the decision of the committee.
3. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award. The awarding authority may consider the following factors, without limitation: debarment or removal from the authorized Vendors list or a final decree, declaration or order by a court or administrative hearing officer or tribunal of competent jurisdiction that the Vendor has breached or failed to perform a contract, claims history of the Vendor, performance history on a County contract(s), an unresolved concern, or any other cause under this code and Florida law for evaluating the responsibility of an Vendor.

S. Vendor Protest

Sections 21.118 and 21.120 of the Broward County Procurement Code set forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and state in part the following:

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. Protests arising from the decisions and votes of a Selection or Evaluation Committee shall be limited to protests based upon the alleged deviations from established committee procedures set forth in the Broward County Procurement Code and existing written guidelines. Any allegations of misconduct or misrepresentation on the part of a competing Vendor shall not be considered a protest.
6. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

Broward County Board of
County Commissioners

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

If no contract proposal amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners.

T. Right of Appeal

Pursuant to Section 21.83.d of the Broward County Procurement Code, any Vendor that has a substantial interest in the matter and is dissatisfied or aggrieved in connection with the Selection or Evaluation Committee's determination of responsiveness may appeal the determination pursuant to Section 21.120 of the Broward County Procurement Code.

1. The appeal must be in writing and sent to the Director of Purchasing within ten (10) calendar days of the determination by the Selection or Evaluation Committee to be deemed timely.
2. As required by Section 21.120, the appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of this section.
3. The institution and filing of an appeal is an administrative remedy to be employed prior to the institution and filing of any civil action against the County concerning the subject matter of the appeal.

U. Rejection of Responses

The Selection or Evaluation Committee may recommend rejecting all submittals as in the best interests of the County. The rejection shall be made by the Director of Purchasing, except when a solicitation was approved by the Board, in which case the rejection shall be made by the Board.

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met.

W. Submittal Instructions:

1. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.
2. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then

contact BidSync for technical assistance.

3. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
4. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
5. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
6. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
7. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.
8. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

Broward County Purchasing Division
115 South Andrews Avenue, Room 212
Fort Lauderdale, FL 33301

A copy of the Proposal Bond should also be uploaded into Bid Sync; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the solicitation due date and time.

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Special Instructions to Vendors

Employee Benefits Consulting Services

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

A. Additional Responsiveness Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsiveness:

1. Pricing Sheet
This form must be completed and submitted at time of solicitation due date in order to be responsive to solicitation requirements. The pricing submitted on this page will not be used in the calculation of points for price.
2. Domestic Partnership Act Requirement
This solicitation requires that the Vendor comply with Domestic Partnership Act unless it is exempt from the requirement per Ordinance. Vendors must follow the instructions included in the **Domestic Partnership Act Certification Form (Requirement and Tiebreaker)** and submit as instructed.
3. Lobbyist Registration - Certification
The Lobbyist Registration certification form should be completed and returned at the time of the RFP opening deadline and included within the submittal document. |

B. Additional Responsibility Criteria:

In addition to the requirements set forth in the **Standard Instructions to Vendors**, the following criteria shall also be evaluated in making a determination of responsibility:

1. Office of Economic and Small Business Development Program
Not applicable to this solicitation
2. Project Specific Vendor Questionnaire
3. Performance Guarantees

C. Standard Agreement Language Requirements:

The applicable Agreement terms and conditions for this solicitation can be located at:

[Project Specific Agreement - refer to link below.](#) |

Refer to **Standard Instructions for Vendors** and the requirements to review the applicable terms and conditions (and submission of the **Agreement Exception Form**).

D. Demonstrations:

Not applicable to this solicitation.

E. Presentations:

Applies to this solicitation. Refer to Standard Instructions to Vendors for additional information and requirements.

F. Public Art and Design Program:

Not applicable to this solicitation.

G. Procurement Authority:

[Pursuant to Section 21.32, Competitive Sealed Proposals, of the Broward County Procurement Code.]

H. Project Funding Source - this project is funded in whole or in part by:

[County Funds]

I. Projected Schedule:

Initial Shortlisting or Evaluation Meeting (Sunshine Meeting): **To Be Determined**

Final Evaluation Meeting (Sunshine Meeting): **To Be Determined**

Check this website for any changes to the above tentative schedule for Sunshine Meetings:

<http://www.broward.org/Commission/Pages/SunshineMeetings.aspx>.

J. Project Manager Information:

Project Manager: Lisa Morrison, Benefits Manager

Email: lmorrison@broward.org

Vendors are requested to submit questions regarding this solicitation through the "Q&A" section on BidSync; answers are posted through BidSync.

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Evaluation Criteria Employee Benefit Consulting Services

The following list of Evaluation Criteria total 100 points. Subsequent pages will further detail and define the Evaluation Criteria which are summarized with their numerical point ranges.

1.	LOCATION	5 POINTS
	<p>Refer to Vendor's Business Location Attestation Form and submit as instructed. Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five points; a Vendor not meeting all of the local business requirements will receive zero points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one point. Submit your firm's State of Florida Department of Corporations website listing as evidence of your firm's primary business location.</p>	5
2.	COMPANY PROFILE, CHARACTERISTICS OF FIRM AND STAFFING	15 POINTS
	<p>2a. Provide basic information for proposing company:</p> <ul style="list-style-type: none"> i. Number of years in Employee Benefits Consulting ii. Total number of current employees iii. Average seniority of current employees iv. Describe the company's organization, philosophy, management. 	5
	<p>2b. List Key Members of proposed Account Team who will provide professional, customer service and/or technical support services on this contract. Include:</p> <ul style="list-style-type: none"> i. Name and contact information. ii. Job title and number of years of service with your organization and brief resume covering at least the last 5 years. iii. Location of the office they will be working from. 	5
	<p>2c. Provide a list of the governmental and or public entities, similar or greater in size (number of insured) to Broward County, that the Company has provided Employee Benefits Consulting Services to over the last five (5) years.</p> <ul style="list-style-type: none"> i. Provide address, and verified current contact information including telephone number and e-mail address. 	5
3.	QUALITY OF SERVICE AND CONSULTATION CUSTOMER SERVICE	30 POINTS
	<p>3a. Describe your firm's ability to monitor and advise on regulatory and legislative developments, including but not limited to COBRA, HIPAA, and PPACA. Make appropriate recommendations to ensure the County is in compliance, including providing reporting/presentations to County senior management/staff.</p>	4
	<p>3b. Describe your firm's ability to respond quickly to requests for information and to be accessible to Broward County Government staff and partners, for strategic planning, monthly reporting and as when needed by the County.</p>	4
	<p>3c. Describe your firm's ability to provide actuarial services as needed including total cost analysis, reporting, forecasting, and best practices.</p>	4

Evaluation Criteria Employee Benefit Consulting Services

	3d. Describe your firm's experience in the renewal process for group plans, background in rate negotiation and claims experience data analysis for both fully insured and self-insured plans.	4
	3e. Describe your firm's experience working collectively with clients, carriers, and other partners such as third party administrators and wellness providers.	4
	3f. Describe your firm's overall experience and ability providing routine group benefit and general health care consulting advice. Assisting the County in establishing a strategic plan for employee health care benefits. Providing ongoing analysis and planning of new approaches to employee health care benefits. Taking the initiative to bring new ideas to the County. Working with the County and staff to develop and provide policy direction. Providing ongoing analysis of plan designs, cost containment strategies and cost sharing alternatives available to the County while maintaining integrity of contracts.	5
	3g. Describe your firm's experience in delivering projects on time and below budget.	5
4.	DATA WAREHOUSE	10 POINTS
	4a. Describe your firm's Data Warehouse monitoring, integration and coordination of services including: claim processing, trend analysis, and administrative/premium payments. Recommend the establishment of additional enhancements/revisions to County benefits with vendors, if applicable.	10
5.	QUESTIONNAIRE AND PERFORMANCE GUARANTEES	20 POINTS
	5a. Project Specific Vendor Questionnaire	10
	5b. Performance Guarantees	10
6.	PRICE (Submit your pricing in the Item Response Form in BidSync**)	20 POINTS
	6a. Total Price for Monthly and Annual Services	12
	6b. Total Price for Additional Services	8
	TOTAL NUMBER OF POINTS	100

** Total points awarded for price will be determined by applying the following formula:

$$(\text{Lowest Proposed Price} / \text{Proposer's Price}) \times 20 = \text{Price Score}$$

Prices may be negotiated in the best interest of the County after the scoring is completed.

**PRICING ON THIS PAGE WILL NOT BE USED
IN THE CALCULATION OF POINTS FOR PRICE**

**PRICE SHEET FOR HOURLY RATES
EMPLOYEE BENEFITS CONSULTING SERVICES**

Proposer is being asked to provide hourly rates, all-inclusive with the exception of travel related costs and incidentals above and beyond a 100 mile travel radius. Travel expenses and incidentals will be limited to FL Statute 112.0601 guidelines.

Proposer should list the professional experience and academic credentials associated with the level of staff below for which you are quoting an hourly rate. Please add any additional position descriptions you may use and quote hourly fees.

	PROFESSIONAL STAFF	HOURLY RATE	EXPERIENCE/ CREDENTIALS
1.	Principal		
2.	Lead Consultant		
3.	Lead Actuary		
4.	Actuary		
5.	Senior Consultant		
6.	Consultant		
7.	Analyst		
8.	Administrative/Clerical		
9.	Medical Professional		

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DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

Refer to Special Instructions to identify if Domestic Partnership Act is a requirement of the solicitation or acts only as a tiebreaker. If Domestic Partnership is a requirement of the solicitation, the completed and signed form should be returned with the Vendor's submittal. If the form is not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. To qualify for the Domestic Partnership tiebreaker criterion, the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at time of solicitation submittal.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances; and certifies the following: (check only one below).

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: (check only one below).
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

**Authorized
Signature/Name**

Title

Vendor Name

Date

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.
- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: Date:

Title:

Vendor Name:

**PROJECT SPECIFIC VENDOR QUESTIONNAIRE
EMPLOYEE BENEFITS CONSULTING SERVICES**

Proposer is being asked to provide the following services. Proposers are asked to specify their ability to provide these services. If Proposer cannot provide any of the following services, the Proposer must so indicate with a NO and brief explanation.

		COMPLY/ AGREE YES/NO*	*If you answered NO, briefly explain why
MINIMUM REQUIREMENTS			
1.	Broward County will award a contract under this RFP directly to the carriers or companies that provide the requested services and will require a signature from an authorized representative with the authority to commit the carrier or company to all requirements of the RFP. Awardee may contract with independent agents or brokers separately from its contract with Broward County. Nothing in this RFP will be construed to restrict compensation, contractual or employment arrangements that an Awardee may grant to a licensed insurance agent or to otherwise violate Section 624.1275 or Section 624.428, Florida Statutes.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
2.	Proposer agrees to a premium rate guarantee for the first three years of the contract.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
ELIGIBILITY FILES/ELECTRONIC DATA EXCHANGES			
3.	Proposer agrees that all data exchanges (file transmission, e-mail, media, etc.) between Vendor and County should be encrypted and only de-encrypted by the specified recipient. In addition, Vendor is required to use a secure venue to exchange files to and from third party vendors outside of the organization. All electronic files will be in the most current HIPAA compliant format.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
ACCOUNT MANAGEMENT, PAYMENT, REPORTING AND AUDITING			
4.	Proposer agrees to provide an account manager for the group contract who will visit the County's Employee Benefits Section no less than quarterly.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
5.	Proposer agrees to establish an account management and servicing relationship with the County that emphasizes proactive, regular contact, timely responses to administrative issues and requests.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
6.	Proposer agrees to periodically provide reasonable access to County-appointed auditor(s) to perform audits to determine accuracy of payments and appropriate administration for vendor and subcontractors. Vendor agrees to make the County whole financially for errors identified and, in the event errors are discovered that exceed industry standards, pay for the cost of such audit.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
EMPLOYEE BENEFITS CONSULTING SERVICES			
7.	Describe briefly your firm's organizational structure and provide a copy of your organization chart showing lines of reporting and responsibility. Have you attached this information?	YES <input type="checkbox"/> NO <input type="checkbox"/>	

		COMPLY/ AGREE YES/NO*	*If you answered NO, briefly explain why
8.	List the name of the lead consultant who will provide ongoing consultation services to Broward County (the County) under this contract. For this individual provide the following: Description of consultant experience, education, length of employment at your firm, length of employment as a consultant, professional credentials and affiliations, principal area of strength.		
9.	Identify the consultant who will provide back-up to the individual listed above and submit the same background information.		
10.	How many of your clients do you currently work with on a broker basis? How many on a consultant basis?		
11.	Does proposer provide in-house actuarial services?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
12.	If yes to the question above, list the name of the principal actuary who will provide ongoing actuarial services to the County under this contract. For this individual provide the following: Description of actuarial experience, education, length of employment at your firm or length of contract to provide services to your firm, length of employment as an actuary, professional credentials and affiliations. <i>(If sub-contracted please note this here and also complete Section: Sub-Contractors)</i>	YES <input type="checkbox"/> NO <input type="checkbox"/> If Yes, provide details:	
13.	Has proposer performed an actuarial attestation of a self-insured pharmacy plan for Medicare D subsidies? If yes, indicate number of annual filings.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
14.	Has proposer prepared and submitted FLOIR filings for self-insured plans? If yes, indicate number of annual filings.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
15.	Does proposer have specialized consultants/services in the following areas: <ul style="list-style-type: none"> • Clinical • Pharmacy Benefit Management • Disease Management • Wellness Initiatives • Data Warehousing • Actuarial Services • Legal and Compliance • Provider Contracting and Network Development 	YES <input type="checkbox"/> NO <input type="checkbox"/>	
16.	List resources and tools used for benchmarking.		

		COMPLY/ AGREE YES/NO*	*If you answered NO, briefly explain why
17.	List resources and tools you offer clients to help achieve wellness and disease management program goals?		
18.	Does proposer have experience in monitoring, evaluating, and determining ROI for wellness and disease management programs?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
19.	Does proposer have experience working with third party claims or a data analysis vendor? If yes, in what capacity?	YES <input type="checkbox"/> NO <input type="checkbox"/> If Yes, Explain what capacity:	
20.	If yes to the question above, list the various ways you have worked with such a vendor for the benefit of your client i.e. analyzing benefits, claims trends, risk sharing arrangements, etc.		
21.	Does proposer have experience in the evaluation of historical trend factors and development of trend assumptions for future claims projections?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
22.	Does proposer publish newsletters and other informative publications or alerts that are routinely provided to your clients?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
23.	Does proposer monitor regulatory and legislative developments at both the state and federal level? If yes, how these are communicated to clients.	YES <input type="checkbox"/> NO <input type="checkbox"/> If Yes, Explain:	
24.	Describe briefly your ability to provide legal research in such areas as compliance with Health Care Reform, IRS Code Section 125, HRA, HSA, COBRA and other benefit related rules, guidelines or laws.		
25.	How many clients do you have with a self-insured health and pharmacy plan?		
26.	How many clients have you assisted with a solicitation, analysis and negotiation of a self-insured health and pharmacy plan?		

		COMPLY/ AGREE YES/NO*	*If you answered NO, briefly explain why
27.	Does proposer have experience in health insurance utilization review, quality assessment and clinical evaluation of a health plan's performance?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
28.	Does proposer have experience with determining the amount of stop loss coverage needed? If yes, describe briefly how you evaluate a carrier's stop loss proposal.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
29.	Does proposer have experience about tax related issues? If yes, is this experience in-house or sub-contracted? If sub-contracted, state who you use for these services and the level of expertise or credentials of this sub-contractor.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
DATA WAREHOUSE AND REPORTING			
30.	What is the name of your data warehouse vendor?		
31.	Can you provide reporting access to County Benefits staff?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
32.	Briefly describe your firm's implementation strategy while transitioning or establishing a data warehouse		
SUB-CONTRACTORS			
34.	Is proposer using any sub-contractors?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
35.	If yes to the question above, please list the name of any subcontractor to be used to provide services to the County and detail their experience and credentials. List why you have selected this sub-contractor.		
36.	What are the scopes of services the sub-contractors will perform? How do you monitor quality and correctness?		
37.	What are the reasons you are sub-contracting these services?		
38.	What is the benefit of sub-contracting these services?		

		COMPLY/ AGREE YES/NO*	*If you answered NO, briefly explain why
39.	Do you evaluate and check references of subcontractors before selection? If yes, please provide a brief description of your evaluation process including frequency of evaluations and ratings used, etc.	YES <input type="checkbox"/> NO <input type="checkbox"/> If YES Explain:	
40.	Do you enter into a formal contract with each sub-contractor?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
41.	Please list in detail any Performance Guarantees you have with your Subcontractors (identified and broken out by Subcontractor).		

	FOR INFORMATIONAL PURPOSES ONLY NOT TO BE INCLUDED AS PART OF SCORING	COMPLY/ AGREE YES/NO*	*If you answered NO, briefly explain why
	VENDOR FEES/COMPENSATION		
42.	If County wanted to explore a Broker of Record form of compensation, explain in detail how your proposal would work as regards receiving a percentage of		

	FOR INFORMATIONAL PURPOSES ONLY NOT TO BE INCLUDED AS PART OF SCORING	COMPLY/ AGREE YES/NO*	*If you answered NO, briefly explain why
	premium for: Solicitation projects, renewal projects, general research and advice, etc.		
43.	<p>If you were to become a Broker of Record and receive a percentage of premium;</p> <ul style="list-style-type: none"> a. Does your firm agree to provide transparency and report your compensation to the County? b. What would be the frequency of reporting this information? c. Would your firm accept carrier overrides? d. Would your firm take compensation beyond the commission built into premium rates? e. Would there be a maximum annual fee you would receive? <p>How would you maintain no conflict of interest?</p>		
44.	Describe the pros and the cons to the County of receiving your compensation as fees vs. Broker of Record commission?		
RESPONSE VERIFICATION			
45.	HAVE YOU ANSWERED EVERY QUESTION IN THE VENDOR QUESTIONNAIRE?		

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Performance Guarantees

Employee Benefits Consulting Services

Failure to respond to a question may negatively impact the review of your proposal.

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	PENALTY	AGREE YES/NO	IF NO, PROPOSED PENALTY
	Implementation Guarantees				
1.	<p>Implementation Commitment: Implementation meetings will be held with the County to discuss program details and implementation strategy. Implementation will be managed in accordance with a customized implementation plan, that will include:</p> <ul style="list-style-type: none"> • Time parameters • Pertinent steps • Agreed upon timeframes for each step • Plan adjustments made from time to time as mutually agreed upon by Policyholder and Vendor <p>At least 95% of action items assigned to Vendor will be completed or delivered by the due date indicated in the implementation plan</p>	95%	.50% of annual premium	YES <input type="checkbox"/> NO <input type="checkbox"/>	
2.	<p>Implementation Satisfaction: Benefits staff will be satisfied that the service delivered by the assigned Implementation Team qualifies as a "solid performance that generally meets requirements" (3.0) or higher as defined in the survey defined below.</p>	Based on average Score: 5.0 – 3.0 = 0 2.9 – 2.5 = ½ 2.4 – 2.0 = ¾ 1.9 & below = all of category penalty.	.50% of annual premium; paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	

Performance Guarantees

SAMPLE - Implementation Satisfaction Assessment Tool

Implementation	Score	Comments
1. Exhibits knowledge of, and acts to meet County’s needs. Is viewed as a valuable resource.		
2. Proactively offers useful information and ideas to help manage benefit plans.		
3. Responds to questions and requests in a timely manner.		
4. Communicates clearly and professionally.		
5. Is well prepared for meetings.		
6. Delivers on commitments and proactively provides updates on issues.		
7. Effective and timely escalated issue resolution.		
8. Identifies and implements process changes to avoid potential errors.		
9. Implementation process successfully completed.		
Additional comments:		

Rating Scale

- 5.0 Exceptional performance with extraordinary results that exceed requirements.
- 4.0 – 4.9 Outstanding performance that generally exceeds requirements.
- 3.0 – 3.9 Solid performance that generally meets requirements.
- 2.0 – 2.9 Marginal performance that generally does not meet requirements
- 1.0 – 1.9 Unsatisfactory performance that consistently does not meet requirements

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	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	PENALTY	AGREE YES/NO	IF NO, PROPOSED PENALTY
	Performance Guarantees				
1.	<p>Project/Work Order</p> <p>Firm guarantees:</p> <p>1. The completion of all projects and work orders including all specific tasks to be performed; and</p> <p>2. The completion of all projects and work orders within the timeframe mutually agreed upon by Firm and County.</p>	100%	10% of project or work order compensation	YES <input type="checkbox"/> NO <input type="checkbox"/>	
2.	<p>Data Warehouse – Reporting</p> <p>Firm guarantees:</p> <p>Upon implementation of data feeds from the County’s health and pharmacy vendors to Firm or Firm’s designated provider. Firm agrees to provide County monthly reporting content per an agreed upon format. Firm will provide County with reports with a full overview within 15 days following the last day of the previous month.</p>	95%	10% of monthly Data Warehouse Fee	YES <input type="checkbox"/> NO <input type="checkbox"/>	
	Account Management:				
3.	<p>Communication Response Time:</p> <p>Account Team Member acknowledges receipt of emails, responds to emails, and phone calls within 24 hours. (Measured monthly)</p>	100%	5% of monthly Consulting Services Fee; paid quarterly	YES <input type="checkbox"/> NO <input type="checkbox"/>	
4.	<p>Service Meetings: Monthly meetings will be prescheduled to review plan performance and service delivery. (Measured monthly)</p>	100%	5% of monthly Consulting Services Fee; paid quarterly	YES <input type="checkbox"/> NO <input type="checkbox"/>	

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	PENALTY	AGREE YES/NO	IF NO, PROPOSED PENALTY
5.	Renewal Notification: Renewal notice will be provided to Policyholder 270 days before rate guarantee expiration date. Plan analysis and current experience reports will accompany renewal, providing explanation of proposed rate action. (Measured annually beginning 4 th year of contract)	100%	.25% of annual premium, paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	
6.	Client Annual Satisfaction: Benefits staff will be satisfied that the service delivered by the Account Management Team qualifies as a "solid performance that generally meets requirements" (3.0) or higher as defined in the survey defined below. (Measured annually) SEE SAMPLE BELOW	Based on average Score: 5.0 – 3.0 = 0 2.9 – 2.5 = ½ 2.4 – 2.0 = ¾ 1.9 & below = all of category penalty.	.50% of annual premium; paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	
RESPONSE VERIFICATION					
HAVE YOU ANSWERED EVERY QUESTION?				YES <input type="checkbox"/> NO <input type="checkbox"/>	

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Performance Guarantees

SAMPLE - Annual Satisfaction Assessment Tool

Account Management	Score	Comments
1. Exhibits knowledge of, and acts to meet County’s needs. Is viewed as a valuable resource.		
2. Proactively offers useful information and ideas to help manage benefit plans.		
3. Responds to questions and requests in a timely manner.		
4. Provides accurate and timely information.		
5. Communicates clearly and professionally.		
6. Is well prepared for meetings.		
7. Delivers on commitments and proactively provides updates on issues.		
8. Effective and timely escalated issue resolution.		
9. Provides the right resources to effectively manage County’s account.		
Additional comments:		

Rating Scale

- 5.0 Exceptional performance with extraordinary results that exceed requirements.
- 4.0 – 4.9 Outstanding performance that generally exceeds requirements.
- 3.0 – 3.9 Solid performance that generally meets requirements.
- 2.0 – 2.9 Marginal performance that generally does not meet requirements
- 1.0 – 1.9 Unsatisfactory performance that consistently does not meet requirements.

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VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendor should complete questionnaire and complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name:
2. Doing Business As/ Fictitious Name (if applicable):
3. Federal Employer I.D. no. (FEIN):
4. Dun and Bradstreet No.:
5. Website address (if applicable):
6. Principal place of business address:
7. Office location responsible for this project:
8. Telephone no.: Fax no.:
9. Type of business (check appropriate box):
 - Corporation (specify the state of incorporation):
 - Sole Proprietor
 - Limited Liability Company (LLC)
 - Limited Partnership
 - General Partnership (State and County Filed In)
 - Other – Specify
10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):
11. List name and title of each principal, owner, officer, and major shareholder:
 - a)
 - b)
 - c)
 - d)
12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:
 - Name:
 - Title:
 - E-mail:
 - Telephone No.:
 - Name:
 - Title:
 - E-mail:
 - Telephone No.:
13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. Yes No
15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No

Broward County Board of
County Commissioners

16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
18. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. Yes No
19. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
20. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. Yes No
21. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. Yes No
 N/A

If yes, Living Wage increased the pricing by % or decreased the pricing by %.

Cone of Silence Requirement Certification:

The Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances prohibits certain communications among Vendors, Commissioners, County staff, and Selection or Evaluation Committee members. Identify on a separate sheet any violations of this Ordinance by any members of the responding firm or its joint ventures. After the application of the Cone of Silence, inquiries regarding this solicitation should be directed to the Director of Purchasing or designee. The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

The Vendor hereby certifies that: (check each box)

- The Vendor has read Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances; and
- The Vendor understands that the Cone of Silence for this competitive solicitation shall be in effect beginning upon the appointment of the Selection or Evaluation Committee, for communication regarding this solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrators, and Assistants to the County Administrator and their respective support staff or any person, including Evaluation or Selection Committee members, appointed to evaluate or recommend selection in this RFP/RLI process. For Communication with County Commissioners and Commission staff, the Cone of Silence allows communication until the initial Evaluation or Selection Committee Meeting.
- The Vendor agrees to comply with the requirements of the Cone of Silence Ordinance.

Drug-Free Workplace Requirements Certification:

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program. The program must consist of:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1;
4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's 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 of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that it has established a drug free workplace program in accordance with the above requirements.

Broward County Board of
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Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

- The Vendor certifies that this offer is made independently and free from collusion; or
- The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name:

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

LOCAL VENDOR CERTIFICATION FORM (PREFERENCE AND TIEBREAKER)

The completed and signed form should be returned with the Vendor's submittal to qualify for Local Preference, however it must be returned at time of solicitation submittal to qualify for the Tie Break criteria. If not provided with submittal, the Vendor must submit within three business days of County's request for evaluation of Local Preference. Proof of a local business tax must be returned at time of solicitation submittal to qualify for the Tie Break criteria. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference. Failure to timely submit this form and local business tax receipt at time of submittal will disqualify the Vendor for this Tie Breaker.

In accordance with Section 21.31.d. of the Broward County Procurement Code, to qualify for the **Tie Break Criteria**, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward County and:
 - a. has a valid Broward County local business tax receipt;
 - b. has been in existence for at least six-months prior to the solicitation opening;
 - c. provides services on a day-to-day basis, at a business address physically located within the limits of Broward County and in an area zoned for such business; and
 - d. services provided from this location are a substantial component of the services offered in the Vendor's proposal.

In accordance with Local Preference, Section 1-74, et. seq., Broward County Code of Ordinances, and Broward County's Interlocal Reciprocity Agreement with Miami-Dade County, a local business meeting the below requirements is eligible for Local Preference. To qualify for the **Local Preference**, the undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is a local Vendor in Broward or Miami-Dade County and:
 - a. has a valid corresponding County local business tax receipt;
 - b. has been in existence for at least one-year prior to the solicitation opening;
 - c. provides services on a day-to-day basis, at a business address physically located within the limits of Broward or Miami-Dade County and in an area zoned for such business; and
 - d. the services provided from this location are a substantial component of the services offered in the Vendor's proposal.

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements.

Authorized Signature/Name	Title	Vendor Name	Date

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RFP-RFQ-RLI LOCATION ATTESTATION FORM (EVALUATION CRITERIA)

The completed and signed form and supporting information (if applicable, for Joint Ventures) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting information may affect the Vendor's evaluation. Provided information is subject to verification by the County.

A Vendor's principal place of business location (also known as the nerve center) within Broward County is considered in accordance with Evaluation Criteria. The County's definition of a principal place of business is:

1. As defined by the Broward County Local Preference Ordinance, "Principal place of business means the nerve center or center of overall direction, control and coordination of the activities of the bidder [Vendor]. If the bidder has only one (1) business location, such business location shall be considered its principal place of business."
2. A principal place of business refers to the place where a corporation's officers direct, control, and coordinate the corporation's day-to-day activities. It is the corporation's 'nerve center' and in practice it should normally be the place where the corporation maintains its headquarters; provided that the headquarters is the actual center of direction, control, and coordination, i.e., the 'nerve center', and not simply an office where the corporation holds its board meetings (for example, attended by directors and officers who have traveled there for the occasion).

The Vendor's principal place of business in Broward County shall be the Vendor's "Principal Address" indicated with the Florida Department of State Division of Corporations, for at least six months prior to the solicitation's due date.

Check one of the following:

- The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:
1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
 2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
 3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
 4. Vendor has not merged with another firm within the last six months that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County;
 5. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved interim contracts for the services provided under this contract; and
 6. The Vendor understands that if after contract award, the County learns that the attestation was erroneous, and upon investigation determines that the error was willful or intentional on

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the part of the Vendor, the County may, on that basis exercise any contractual right to terminate the contract. Further any misleading, inaccurate, false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as outlined in the Procurement Code, Section 21.119.

If the Vendor is submitting a response as a Joint Venture, the following information is required to be submitted:

- a. Name of the Joint Venture Partnership
- b. Percentage of Equity for all Joint Venture Partners
- c. A copy of the executed Agreement(s) between the Joint Venture Partners

Vendor does not have a principal place of business location (also known as the nerve center) within Broward County.

Vendor Information:

Vendor Name:

Vendor's address listed in its submittal is:

5

6

The signature below must be by an individual authorized to bind the Vendor. The signature below is an attestation that all information listed above and provided to Broward County is true and accurate.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized Signature/Name	Title	Vendor Name	Date

3

4

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AGREEMENT EXCEPTION FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, it shall be deemed an affirmation by the Vendor that it accepts the terms and conditions of the County's Agreement as disclosed in the solicitation.

The Vendor must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- There are no exceptions to the terms and conditions of the County Agreement as referenced in the solicitation; or
- The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Vendor Name:

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LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- There are no material cases for this Vendor; or
- Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: <input type="text"/>
	Or No <input type="checkbox"/>
Party	<input type="text"/>
Case Number, Name, and Date Filed	<input type="text"/>
Name of Court or other tribunal	<input type="text"/>
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	<input type="text"/>
Brief description of the Subject Matter and Project Involved	<input type="text"/>
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? <input type="checkbox"/> Yes <input type="checkbox"/> No
Opposing Counsel	Name: <input type="text"/> Email: <input type="text"/> Telephone Number: <input type="text"/>

Vendor Name:

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SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT FORM Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

- A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of \$50,000, to the Vendor.
- B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.
- C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.
- D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.
- E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, state "none" on this form. Use additional sheets as needed. Vendor should scan and upload any additional form(s) in BidSync.

1. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

VOLUME OF PREVIOUS WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation. This completed form must be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

The calculation for Volume of Previous Work is all amounts paid to the prime Vendor by Broward County Board of County Commissioners at the time of the solicitation opening date within a five-year timeframe. The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm.

In accordance with Section 21.31.d. of the Broward County Procurement Code, the Vendor with the lowest dollar volume of work previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years. If the Vendor is submitting as a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	Paid to Date Dollar Amount
1					
2					
3					
4					
5					
Grand Total					

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?
 Yes No

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name:

Authorized Signature/ Name

Title

Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

The calculation of Volume of Previous Work for a prime Vendor previously awarded a contract as a member of a Joint Venture firm is based on the actual equity ownership of the Joint Venture firm. Volume of Previous Work is not based on the total payments to the Joint Venture firm.

Vendor must list all projects it received payment from Broward County Board of County Commissioners during the past five years as a member of a Joint Venture. The Vendor attests to the following:

Item No.	Project Title	Solicitation/ Contract Number:	Department or Division	Date Awarded	JV Equity %	Paid to Date Dollar Amount
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Grand Total					<input type="text"/>	<input type="text"/>

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name:

Authorized Signature/ Name

Title

Date

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

The completed form should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

- a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.
- b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.
- c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name:

Title:

Vendor Name:

Date:

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of five (5) non-Broward County Board of County Commissioners' references.

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Vendor Reference Verification Form

Broward County Solicitation No. and Title:

RFP No. R2114673P1 - Employee Benefits Consulting Services

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project:

Prime Vendor

Subconsultant/Subcontractor

Would you use this vendor again?

Yes

No

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service

- a. Responsive
- b. Accuracy
- c. Deliverables

2. Vendor's Organization:

- a. Staff expertise
- b. Professionalism
- c. Turnover

3. Timeliness of:

- a. Project
- b. Deliverables

4. Project completed within budget

5. Cooperation with:

- a. Your Firm
- b. Subcontractor(s)/Subconsultant(s)
- c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)


THIS SECTION FOR COUNTY USE ONLY

Verified via: EMAIL VERBAL Verified by: _____ Division: _____ Date: _____

Broward County Board of
County Commissioners

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent With no exclusions or limitations for: <input checked="" type="checkbox"/> Premises–Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned *MAY BE WAIVED <input checked="" type="checkbox"/> Hired IF NO AUTOS WILL <input checked="" type="checkbox"/> Non-owned BE USED IN <input checked="" type="checkbox"/> Scheduled PERFORMANCE OF <input checked="" type="checkbox"/> Any Auto SERVICES	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
EXCESS/UMBRELLA LIABILITY May be used to supplement minimum liability coverage requirements.	Follow form basis or Add'l insd endorsement is required	\$	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	Chapter 440 FS (each accident) (each accident)	STATUTORY \$ 1 mil \$ 2 mil	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	Extended reporting period	3 years	
<input type="checkbox"/> CRIME AND FIDELITY <input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
<small>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES- BROWARD COUNTY IS LISTED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY AND THE BUSINESS AUTOMOBILE LIABILITY POLICY. WAIVER OF SUBROGATION IN THE FAVOR OF THE CERTIFICATE HOLDER APPLIES TO GENERAL LIABILITY AUTOMOBILE LIABILITY AND WORKERS COMPENSATION</small>			
REFERENCE: Employee Benefits – Benefits Consulting Services for 2018			
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301 Attn: Tracy Gordon–Human Resources		 Digitally signed by TIMOTHY CROWLEY <small>DN: dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY Date: 2017.04.17 17:39:58 -0400</small>	
<small>Revised 2015 VALID ONE YEAR FROM THE DATE OF SIGNATURE</small>			

Risk Management Division

Question and Answers for Bid #R2114673P1 - Employee Benefits Consulting Services

Overall Bid Questions

There are no questions associated with this bid.

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