

Solicitation OPN2116245P2

Group Prepaid Legal Insurance Services (rebid)

Bid Designation: Public



Broward County Board of County Commissioners

Bid OPN2116245P2 Group Prepaid Legal Insurance Services (rebid)

Bid Number OPN2116245P2
Bid Title Group Prepaid Legal Insurance Services (rebid)

Bid Start Date In Held
Bid End Date Mar 28, 2018 5:00:00 PM EDT
Question & Answer End Date Mar 15, 2018 5:00:00 PM EDT

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

Contract Duration 3 years
Contract Renewal 2 annual renewals
Prices Good for See Specifications
Pre-Bid Conference Mar 8, 2018 10:00:00 AM EST
Attendance is optional
Location: BROWARD COUNTY GOVERNMENT CENTER BUILDING
115 S. Andrews Avenue, Room #301
Ft. Lauderdale, FL 33301
10:00 AM

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

Bid Comments **Scope of Services:**
Broward County (County) makes available to its employees a voluntary prepaid legal services plan that is paid 100% by enrolled employees. The County has approximately 1,652 employees enrolled in the current prepaid legal services plan. Open enrollment is scheduled annually in the fall. The Human Resources Division seeks to engage a qualified organization to offer a comprehensive prepaid legal services plan to enrolled participants at competitive rates. The proposed plan design should offer a broad network of providers offering consultation services, preparation of legal documents, and legal representation services for a fixed monthly fee. (Refer to Scope of Services for additional information)

Confidential Documents:
Proposers are required to package confidential documents **SEPARATELY**, 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 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.: [Solicitation No.]

(CITE CONFIDENTIALITY per Florida Statute)

(Information claimed to be Confidential must be submitted as specified above)

Item Response Form

Item	OPN2116245P2--01-01 - Flat Rate Plan: 2018 Group Prepaid Legal Services: 2018 Employee Flat Rate Premium (Bi-Weekly Rate)
Lot Description	2018 Plan Year
Quantity	1652 each
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 1652

Description

Assumes 100% employee paid, Flat Rate coverage, guaranteed issue, annual rate guarantee; no minimum participation requirements.

Item	OPN2116245P2--02-01 - Flat Rate Plan: 2019 Group Prepaid Legal Services: 2019 Employee Flat Rate Premium (Bi-Weekly Rate)
Lot Description	2019 Plan Year
Quantity	1652 each
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 1652

Description

Assumes 100% employee paid, Flat Rate coverage, guaranteed issue, annual rate guarantee; no minimum participation requirements.

Item **OPN2116245P2--03-01 - Flat Rate Plan: 2020 Group Prepaid Legal Services: 2020 Employee Flat Rate Premium (Bi-Weekly Rate)**

Lot Description 2020 Plan Year

Quantity 1652 each

Unit Price

Optional Renewal 1
(Bi-weekly rate)

Optional Renewal 2
(Bi-weekly rate)

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

HR0052
EMPLOYEE BENEFITS
BENEFITS MANAGER
115 S. ANDREWS AVENUE
FORT LAUDERDALE FL 33301
Qty 1652

Description

Assumes 100% employee paid, Flat Rate coverage, guaranteed issue, annual rate guarantee; no minimum participation requirements.

SCOPE OF SERVICES

Background

Broward County (County) makes available to its employees an array of comprehensive, voluntary, affordable, benefit plans and programs. The Human Resources Division is soliciting proposals for the provision of fully-insured pre-paid group legal insurance for the County's Group Legal Insurance Program effective July 1, 2018.

The County employs approximately 5,700 benefit-eligible employees in 50 different agencies throughout Broward County. Covered groups for benefit plans can include active employees, retirees, COBRA participants and eligible dependents. For this solicitation, the only covered group is active employees (refer to the census data provided in the **Active Employee Census**).

The County's offers one pre-paid legal plan design currently through U.S. Legal Services, Inc. The Certificate of Insurance detailing the plan can be accessed at: [Prepaid Legal Insurance](#).

There are currently 1,652 employees enrolled in the pre-paid legal plan with an employee-paid flat bi-weekly after-tax premium of \$7.73 (\$16.75 monthly) (26 pay periods).

Objective

The objective of this Solicitation is to obtain the best Program for County employees and ultimately establish an Agreement for the delivery of a comprehensive pre-paid legal insurance plan which includes a broad network of contracted providers and services inclusive of consultation, preparation of legal documents and representation for a fixed bi-weekly premium.

Proposer's proposed Plan should match, to the utmost extent possible, or improve the County's existing Plan design by expanding features for possible consideration and inclusion in the County's Program, at the County's sole discretion.

General Information and Specifications

1. **Eligibility:** Any new, or newly benefit-eligible, full-time or part-time 20-hour employee in a benefit-eligible position. Coverage is effective on the first of the month following or coincident to 60 days of benefit-eligible employment provided timely election is made. **The County defines and determines eligibility for all employees.**
2. **Dependent Eligibility:** Spouse* (same or opposite sex), registered Domestic Partner* in accordance with the Domestic Partnership Act, Section 16 ½ - 157, Broward County

Code of Ordinances, Child (biological, step-child, child of a domestic partner, legally adopted, ward, or child placed in the home for purpose of adoption in accordance with applicable state and federal laws). **The County defines and determines eligibility for all dependents.**

Coverage Limiting Age for Dependent Children – to the end of the calendar year in which the child turns age 26.

There shall be no limitation as to the number of events or number of eligible dependents of a Plan Member who have recourse to such benefits.

***Eligible employees are not permitted to cover each other. Ex-spouses may not be covered under any circumstance, even if divorce decree, settlement agreement or other documentation requires an employee to provide coverage for an ex-spouse.**

3. **Coverage end date:** Employees may cancel coverage at any time during the year, but may not re-enroll until the following annual open enrollment period.
Coverage for employee's retiring or leaving County employment terminates on the last day of employment.
4. **Portability of coverage:** Employees retiring or leaving County employment are allowed to continue coverage through direct-pay.
5. **Minimum enrollment:** The County will not guarantee a minimum number of participants.

Special Instructions to Vendors

Group Prepaid Legal Insurance Services (rebid)

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. 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.

2. 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: []

Office of Economic and Small Business Development Program (OESBD)

[Not applicable to this solicitation]

1. Project Specific Vendor Questionnaire

The Project Specific Vendor Questionnaire provides a listing of services related to the Legal Services Plan Designs. Proposers are asked to specify their ability to provide the Plan Design services and if they are not available to provide a brief summary for review and scoring by the Evaluation Committee.

2. Performance Guarantees

The Performance Guarantees lists the expected performance measures required during implementation and account management. Vendors were asked to review each performance measures and the associated penalties and state whether or not they agree. If a Vendor does not agree, they should state their proposed penalty for review by the Evaluation Committee.

3. Plan Design Questionnaire

Proposer's proposed Plan should match, to the utmost extent possible the County's existing plan as detailed in the Plan Design Questionnaire, including consultation, preparation of legal documents and representation for a fixed payroll contribution. The Plan Design Questionnaire allows each Vendor to list their Proposed Plan Design and any plan **enhancements**, exclusions and/or limitations for review and scoring by the Evaluation Committee. *(Refer to the Scope of Services for additional information)*

4. Geographical Access (Use template)

A template was included in the RFP for Vendors to provide geographical report of the level of support available within specific locations **by state, city and zip codes.**

5. Certificate of Insurance

Vendors are requested to include a copy of their **Proposed** Plan Design (Certificate of Insurance) for review by the Evaluation Committee. *Refer to the Scope of services for the link to the current Certificate of Insurance from U.S. Legal Services, Inc.*

6. Certifications

Legal Expense Insurance (LEI):

Vendor should provide a **Legal Expense Insurance Certificate of Authority**, issued by the Florida Department of Insurance Regulation (FLOIR), which authorizes the Vendor to engage in a legal expense insurance business in the state of Florida as required by Chapter 642, Florida Statutes. Evidence of the Legal Expense Insurance Certificate of Authority, or an Insurance License issued by FLOIR which authorizes the Vendor to engage in a legal expense insurance business, should be provided with the submittal at the time of the opening deadline, but no later than five (5) business days from request. Failure to meet this requirement shall render your submittal non-responsive.

C. Standard Agreement Language Requirements:

The applicable Agreement terms and conditions for this solicitation (OPN2116245P2) is located at the [Project Specific Agreement - refer to link below.](#)

[Draft Agreement for GROUP PREPAID LEGAL INSURANCE SERVICES](#)

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

D. Data Exchanges – HIPAA Compliance

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

E. Presentations:

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

F. Procurement Authority

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

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

The cost for this program is fully paid by enrolled plan participants.

H. 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>.

I. Project Manager Information:

Project Manager: Tracey Gordon, Special Projects Coordinator Senior

Email: trgordon@broward.org

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

J. Evaluation Criteria Response and Vendor Questionnaire Response Form:

The responding vendor should complete the Evaluation Criteria and Vendor Questionnaire Response Form (pdf fillable file) with responses corresponding to each question.

Evaluation Criteria Response Form:

The responding vendor should complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each question. Responses to each Evaluation Criteria is limited to 2100 characters. Each Evaluation Criteria **response should be succinct and include only relevant information** for review by the Evaluation Committee.

Optional: Evaluation Criteria Response Form (Supplemental Information):

If an evaluation criteria response needs to reference and include additional supplemental information, vendor should reference the title of the attachment in its evaluation criteria response (Example: See Resume: Jane Doe), and title the document with the Evaluation Criteria Number (Example: Evaluation Criteria No. 2b, Resume: Jane Doe). All supplemental Information should be uploaded into BidSync including the completed Evaluation Criteria Response Form.

The Evaluation Criteria Response Form should be uploaded as a (pdf) fillable form file.

DO NOT UPLOAD A SCANNED DOCUMENT.

Standard Instructions to 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.

If tax returns are submitted, ensure it does not include any personal information (as defined

under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

- 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 Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)}}{\text{= Price Score}} \times \text{(Maximum Number of Points for Price)}$$
 - d. 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

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) 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 Vendor representative 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 Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) 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 solicitation requirements. 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 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 submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response, unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
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. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as 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. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

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 a 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.

<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. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. **DO NOT INCLUDE** any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. **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.
3. 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.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. 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).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. 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.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.
9. 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.

Evaluation Criteria
Group Prepaid Legal Insurance Services (rebid)

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	18 POINTS
	<p>2a. Provide basic information for proposing company:</p> <ul style="list-style-type: none"> i. Number of years in the Group Prepaid Legal Insurance Services business ii. Total number of current employees iii. Average seniority of current employees iv. Describe the company’s organization, philosophy, management. 	3
	<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. 	3
	<p>2c. How does your Company rank nationally?</p> <ul style="list-style-type: none"> i. By case/premium and products offered? ii. Provide your firms Industry Rating by either AM Best, Fitch, Moody’s, or Standard & Poor’s 	3
	<p>2d. 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 pre-paid legal services for 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. 	3
	<p>2e. What are the total numbers?</p> <ul style="list-style-type: none"> i. Number of attorneys in Miami-Dade, Broward, Palm Beach County area ii. Number of attorneys by area of expertise 	3
	<p>2f. Analysis of Geographic Access Report</p>	3

Evaluation Criteria
Group Prepaid Legal Insurance Services (rebid)

3.	QUALITY OF SERVICE AND CUSTOMER SERVICE	12 POINTS
	3a. Please describe your overall customer service strategy for Group Prepaid Legal Insurance Services i. Include location, hours of operation and duties of any call centers and their toll free number.	3
	3b. After contacting an attorney, what is the average time before the member is able to meet with the attorney?	3
	3c. How do you ensure your attorneys are licensed in the State of Florida and continually remain in good standing? Is this information available to enrollees?	3
	3d. What materials/services do you provide to support non-English speaking employees and hearing impaired callers?	3
4.	ENROLLMENT AND IMPLEMENTATION	5 POINTS
	4a. Explain how you will work with the County to ensure a smooth implementation and open enrollment experience? i. Describe the role of the Implementation Manager at your company. ii. How do they interact with the County Benefits Staff? iii. Describe in detail your company's timeframe for implementation	3
	4b. Production and mailing costs for Welcome Kit included in your rates?	2
5.	ANALYSIS OF PROJECT SPECIFIC VENDOR QUESTIONNAIRE AND PERFORMANCE GUARANTEES	10 POINTS
	5a. Project Specific Vendor Questionnaire	5
	5b. Performance Guarantees	5
6.	ANALYSIS OF PLAN DESIGN QUESTIONNAIRE 1 & 2	40 POINTS
	6a. Provides comprehensive services for document preparation	10
	6b. Provides comprehensive telephonic/office consultation	10
	6c. Provides comprehensive representation	10
	6d. Provides an out-of-network benefit	10
7.	PRICE	10 POINTS
	7a. Submit your pricing in the Item Response Form in BidSync**	10
	TOTAL NUMBER OF POINTS	100

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

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

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

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
- 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.

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:

<input type="text"/>	<input type="text"/>	<input type="text"/>
*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's 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).

PROJECT SPECIFIC VENDOR QUESTIONNAIRE
GROUP PREPAID LEGAL INSURANCE SERVICES (Rebid)

Company Name(s): _____

		COMPLY/ AGREE YES/NO*	*If you answered NO, briefly explain why?
	ADMINISTRATIVE AND RELATED SERVICES		
1.	Proposer agrees to provide all services as outlined in the Scope of Services.		
2.	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.		
3.	Proposer agrees to work with the County to implement the County's Group Prepaid Legal Insurance Program in a timely manner for a July 1, 2018 plan effective date, with a special open enrollment tentatively scheduled for May/June 2018.		
4.	Proposer agrees to provide a comprehensive network of attorneys in Miami-Dade, Broward, and Palm Beach County; and to provide adequate access to services.		
5.	Proposer agrees to provide promotional and enrollment materials at a minimum of thirty (30) days prior to the start of the County's annual open enrollment period, anticipated to be mid-October for each upcoming Plan Year. Enrollment materials should be provided in printed format, in an adequate amount (for approximately 5,000 employees at the County's discretion. The County may also require the selected Proposer to provide enrollment materials in alternate formats (i.e., Braille, different languages, large print and/or audio compact disk). An electronic version of enrollment materials, as well as a customized, ADA-compliant, benefits website should be made available to all eligible employees during annual initial enrollments and to new enrollees. Materials include, but are not limited to, the Certificate of Coverage and other materials, as deemed necessary by the County. The costs of printing and producing materials, in all formats, are the sole responsibility of the selected Proposer.		

		COMPLY/ AGREE YES/NO*	*If you answered NO, briefly explain why?
	ADMINISTRATIVE AND RELATED SERVICES		
6.	Proposer agrees to provide minimum of one person to attend all annual open enrollment vendor fairs/meetings (estimated to be approximately 12 on-site meetings over a two-week period). Meeting schedule will be set by the County.		
7.	Proposer agrees to have County Benefits Manager or designee approve in advance, and in writing, all employee communications prior to disseminating by any method (print, electronic, web, etc.) to employees.		
8.	Proposer agrees to provide minimum of one person to attend annual Financially Fit Fairs (estimated to be approximately 10 on-site meetings over a one-week period) typically scheduled the first week in June. Meeting schedule will be set by the County.		
9.	Proposer agrees to no minimum participation requirements.		
10.	Proposer agrees to accept all insured's enrolled in the current Program with no actively at work, pre-existing exclusions, or waiting period.		
11.	Proposer agrees to not pre-assigning attorneys for County members.		
12.	Proposer agrees to receiving eligibility data (enrollment and disenrollment), in an electronic format, in the HIPAA file layout used by the County on a weekly basis.		
13.	Proposer agrees to update eligibility data within three (3) business days from receipt of such data. The Proposer agrees to notify the County of any issues arising within one (1) business day from the time of the data upload.		
14.	Proposer agrees all data exchanges (file transmission, email, media, etc.) between Proposer and County will be encrypted, and only decrypted by the specified recipient.		
15.	Proposer agrees to use a secure method to exchange files to and from third party vendors outside of Proposer's organization.		
16.	Proposer agrees to provide Vendor-billed continuation or conversion of coverage through the same, or similar, plan and rates to retired or terminated employees.		
17.	Proposer agrees to accept the County's self-billing process and remittance for active employees on a biweekly basis, in arrears. The County will remit premium payments based on its records.		
18.	Proposer agrees to provide a County-approved Welcome Kit to newly enrolled members within 10 business days after receipt of the enrollment, at Vendor's expense; to include: ID Cards (if applicable), certificate of coverage, and other member information.		

		COMPLY/ AGREE YES/NO*	*If you answered NO, briefly explain why?
	ADMINISTRATIVE AND RELATED SERVICES		
19.	Proposer agrees to provide the County with an account representative who will assist the County in the administration of the Program including all necessary and related services for employees, in resolving issues including claims problems, and member issues, and in any other way requested, related to the Services stated herein.		
20.	Proposer agrees to provide a toll-free customer service number, Monday through Friday from at least 8:00 a.m. to 6:00 p.m. Eastern Time.		
21.	Proposer agrees to provide an ADA-compliant customized website which includes information on participating providers, educational materials, monthly newsletter and available benefits, along with a link for posting on the County's benefits website.		
22.	Proposer agrees to conduct a County-approved annual satisfaction survey of enrolled County-members, at Vendor's expense, and provide results to County by November 15 th of each year.		
23.	Proposer agrees to provide semi-annual Premium vs. Paid Claims Report within 45 days of the close of the reporting period. Additional reports may be requested.		
24.	Proposer agrees to provide utilization by legal service category report semi-annually within 45 days of the end of the reporting period. Additional reports may be requested.		
25.	Proposer agrees to provide a semi-annual Attorney-Turnover Report within 45 days of the close of the reporting period; to include name, specialty, and location, of attorneys joining and leaving the plan.		

Performance Guarantees
Group Prepaid Legal Insurance Services (rebid)
Company Name(s): _____

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

	PERFORMANCE MEASURE	ACCEPTABLE PERFORMANCE	PENALTY	AGREE YES/NO	PROPOSED PENALTY (IF AGREE=NO)
	Implementation Guarantees FIRST YEAR ONLY				
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; paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	
2.	Fully implement the plan by the effective date (1 st year of contract only).	100%	.50% of annual premium; paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	
3.	Provide a Certificate of Coverage within 60 calendar days of approval from County (1st year of contract only).	100%	.25% of annual premium; paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	
4.	Distribution of welcome kit and Benefit Summary within 10 business	100%	.25% of annual	YES <input type="checkbox"/> NO <input type="checkbox"/>	

Performance Guarantees
Group Prepaid Legal Insurance Services (rebid)

Company Name(s): _____

	days after receipt of electronic eligibility file.		premium; paid annually		
5.	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.	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"/>	

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 Guarantees
Group Prepaid Legal Insurance Services (rebid)
Company Name(s): _____

	PERFORMANCE MEASURE ANNUAL MEASUREMENTS	ACCEPTABLE PERFORMANCE	PENALTY	AGREE YES/N O	PROPOSED PENALTY (IF AGREE=NO)
	Performance Guarantees				
1.	Speed to Answer calls: 90% of incoming calls will be answered by customer service within 35 seconds. (Measured quarterly)	90%	.25% of annual premium per quarter; paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	
2.	Abandonment Rate: 95% of all telephone calls in queue will connect to a customer service representative. (Measured quarterly)	95%	.25% of annual premium; per quarter; paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	
3.	Positive Response Rate: Obtain a positive response rate of 80% or above on annual Member satisfaction survey of enrolled members.	80% satisfied or very satisfied	.25% of annual premium; paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	
4.	Open Enrollment Meetings: COUNTY will schedule open enrollment benefit information sessions at various locations and times. COUNTY will provide Vendor with a list of locations and time at least two (2) weeks prior to the commencement of the first enrollment briefing. COUNTY requires that at a minimum one (1) representative participate in every information session requested by COUNTY to explain benefits and plan information. Representative must have excellent knowledge of the COUNTY's Group Prepaid Legal Insurance benefits and plan information.	100%	.25% of annual premium; paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	
5.	Financial Fairs: COUNTY will schedule annual financial fairs (typically 1 st	100%	.25% of annual	YES <input type="checkbox"/>	

Performance Guarantees
Group Prepaid Legal Insurance Services (rebid)
Company Name(s): _____

	PERFORMANCE MEASURE ANNUAL MEASUREMENTS	ACCEPTABLE PERFORMANCE	PENALTY	AGREE YES/NO	PROPOSED PENALTY (IF AGREE=NO)
	week of June) at various locations and times. COUNTY will provide Vendor with a list of locations and time at least two (2) weeks prior to the commencement of the first Financial Fair. COUNTY requires that at a minimum one (1) representative participate in Financial Fairs as requested by COUNTY to explain benefits and plan information. Representative must have excellent knowledge of the COUNTY's Group Prepaid Legal Insurance benefits and plan information.		premium; paid annually	NO <input type="checkbox"/>	
	Account Management:				
6.	Reporting: Provide semi-annual and annual reports within forty-five (45) days after the end of the reporting period. (Measured semi-annually)	100%	.50% of annual premium per reporting period; paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	
7.	Service Meetings: Semi-annual meetings will be prescheduled to review plan performance and service delivery. (Measured semi-annually)	100%	.25% of annual premium per reporting period; paid annually	YES <input type="checkbox"/> NO <input type="checkbox"/>	
8.	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"/>	

Performance Guarantees
Group Prepaid Legal Insurance Services (rebid)
Company Name(s): _____

	PERFORMANCE MEASURE ANNUAL MEASUREMENTS	ACCEPTABLE PERFORMANCE	PENALTY	AGREE YES/NO	PROPOSED PENALTY (IF AGREE=NO)
9.	<p>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)</p> <p>SEE SAMPLE BELOW</p>	<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.</p>	.50% of annual premium; paid annually	<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p>	
RESPONSE VERIFICATION					
HAVE YOU ANSWERED EVERY QUESTION?				<p>YES <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p>	

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Performance Guarantees
Group Prepaid Legal Insurance Services (rebid)
Company Name(s): _____

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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Plan Design Questionnaire - 1
Group Prepaid Legal Insurance (rebid)

Legal Service	Document Preparation <i>Is this service available? Please Respond: Yes / No</i>	Included in Base Bi-Weekly Rate? <i>Please Respond: Yes / No</i>	Telephonic/Office Consultation <i>Is this service available? Please Respond: Yes / No</i>	Included in Base Bi-Weekly Rate? <i>Please Respond: Yes / No</i>	Representation <i>Is this service available? Please Respond: Yes / No</i>	Included in Base Bi-Weekly Rate? <i>Please Respond: Yes / No</i>	Out-of-Network Benefit <i>Is this service available? Please Respond: Yes / No</i>	Included in Base Bi-Weekly Rate? <i>Please Respond: Yes / No</i>
1. Consultation								
2. Consumer-Seller Protection								
3. Preparation of Wills, Living Wills, Durable Power of Attorney, & Simple Trusts								
4. Estate Planning								
5. Civil Actions as Plaintiff								
6. Civil Actions as Defendant								
7. Adoptions								
8. Real Estate Transactions								
9. Insurance Law								
10. Landlord/Tenant Law								
11. Traffic Violations								
12. Preparation of Legal Documents								
13. Change of Name								
14. Estate Administration								
15. Defense of Juveniles								
16. Family Law								
17. Criminal Violations								
18. Guardianship								
19. Contingency Fee								
20. Bankruptcy								
21. Immigration (E.g.: Visa Extensions, Naturalization, Deportation, etc.)								
22. Business Law								
23. All Other Legal Matters								
24. Identity Theft Protection								
25. Financial and Tax Planning								
26. IRS Audit Protection								
27.								
28.								
29.								
30.								
31.								
32.								
33.								
34.								
35.								
Include any extra additional services offered (over #35) in a separate document								

PROPOSER is asked to provide a Certificate of Insurance or Benefit Design Summary describing the level of coverage for the services listed above; and highlight any enhancements, limitations, exclusions, or other conditions of coverage.

Broward County Board of
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Plan Design Questionnaire - 2
Group Prepaid Legal Insurance (rebid)

Legal Service	In-Network Benefit <i>Describe covered benefits & any exclusions or limitations</i>	Out-of-Network Benefit <i>Describe covered benefits & any exclusions or limitations</i>
1. Consultation		
2. Consumer-Seller Protection		
3. Preparation of Wills, Living Wills, Durable Power of Attorney, & Simple Trusts		
4. Estate Planning		
5. Civil Actions as Plaintiff		
6. Civil Actions as Defendant		
7. Adoptions		
8. Real Estate Transactions		
9. Insurance Law		
10. Landlord/Tenant Law		
11. Traffic Violations		
12. Preparation of Legal Documents		
13. Change of Name		
14. Estate Administration		
15. Defense of Juveniles		
16. Family Law		
17. Criminal Violations		
18. Guardianship		
19. Contingency Fee		
20. Bankruptcy		
21. Immigration (E.g.: Visa Extensions, Naturalization, Deportation, etc.)		
22. Business Law		
23. All Other Legal Matters		
24. Identity Theft Protection		
25. Financial and Tax Planning		
26. IRS Audit Protection		
27.		
28.		
29.		
30.		
31.		
32.		
33.		
34.		
35.		
Include any extra additional services offered (over #35) in a separate document		

PROPOSER is asked to provide a Certificate of Insurance or Benefit Design Summary describing the level of coverage for the services listed above; and highlight any enhancements, limitations, exclusions, or other conditions of coverage.

GEOGRAPHIC ACCESS (Use this template)

Vendor may use standard GEO Access reports instead;
however, data must be based on the information below.

Zip Code	City	State	# of Members	# of Members with access to a network attorney within 5 miles	% of Members with access to a network attorney within 5 miles
06371	OLD LYME	CT	1		0%
20613	BRANDYWINE	MD	1		0%
32163	THE VILLAGES	FL	1		0%
32176	ORMOND BEACH	FL	1		0%
32317	TALLAHASSEE	FL	1		0%
32669	NEWBERRY	FL	1		0%
32796	TITUSVILLE	FL	1		0%
32819	ORLANDO	FL	1		0%
32824	ORLANDO	FL	1		0%
32908	PALM BAY	FL	1		0%
32909	PALM BAY	FL	1		0%
32935	MELBOURNE	FL	1		0%
33004	DANIA	FL	47		0%
33008	HALLANDALE	FL	1		0%
33009	HALLANDALE	FL	50		0%
33010	HIALEAH	FL	1		0%
33012	HIALEAH	FL	7		0%
33013	HIALEAH	FL	1		0%
33014	MIAMI LAKES	FL	5		0%
33015	MIAMI	FL	21		0%
33016	HIALEAH	FL	3		0%
33018	HIALEAH GARDENS	FL	12		0%
33019	HOLLYWOOD	FL	18		0%
33020	HOLLYWOOD	FL	123		0%
33021	HOLLYWOOD	FL	118		0%
33022	HOLLYWOOD	FL	5		0%
33023	MIRAMAR	FL	149		0%
33024	HOLLYWOOD	FL	172		0%
33025	MIRAMAR	FL	109		0%
33026	PEMBROKE PINES	FL	56		0%
33027	MIRAMAR	FL	64		0%
33028	PEMBROKE PINES	FL	35		0%
33029	PEMBROKE PINES	FL	61		0%
33032	HOMESTEAD	FL	4		0%
33033	HOMESTEAD	FL	2		0%
33054	MIAMI GARDENS	FL	13		0%
33055	MIAMI	FL	18		0%
33056	MIAMI	FL	43		0%
33060	POMPANO BEACH	FL	83		0%
33061	POMPANO BEACH	FL	3		0%
33062	HILLSBORO BEACH	FL	50		0%
33063	MARGATE	FL	193		0%
33064	LIGHTHOUSE POINT	FL	111		0%
33065	CORAL SPRINGS	FL	145		0%
33066	COCONUT CREEK	FL	55		0%

Broward County Board of
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33067	CORAL SPRINGS	FL	50		0%
33068	MARGATE	FL	157		0%
33069	POMPANO BEACH	FL	80		0%
33070	CORAL SPRINGS	FL	1		0%
33071	CORAL SPRINGS	FL	107		0%
33073	COCONUT CREEK	FL	66		0%
33074	LIGHTHOUSE POINT	FL	2		0%
33075	CORAL SPRINGS	FL	1		0%
33076	PARKLAND	FL	57		0%
33077	CORAL SPRINGS	FL	2		0%
33081	HOLLYWOOD	FL	1		0%
33083	HOLLYWOOD	FL	3		0%
33084	HOLLYWOOD	FL	2		0%
33093	MARGATE	FL	3		0%
33097	COCONUT CREEK	FL	1		0%
33119	MIAMI BEACH	FL	1		0%
33125	MIAMI	FL	4		0%
33126	MIAMI	FL	3		0%
33127	MIAMI	FL	8		0%
33129	MIAMI	FL	1		0%
33130	MIAMI	FL	1		0%
33131	MIAMI	FL	2		0%
33132	MIAMI	FL	3		0%
33133	MIAMI	FL	5		0%
33134	CORAL GABLES	FL	3		0%
33135	MIAMI	FL	3		0%
33136	MIAMI	FL	2		0%
33137	MIAMI	FL	1		0%
33138	MIAMI SHORES	FL	9		0%
33139	MIAMI BEACH	FL	2		0%
33140	MIAMI BEACH	FL	1		0%
33141	MIAMI BEACH	FL	3		0%
33142	MIAMI	FL	7		0%
33143	MIAMI	FL	3		0%
33144	MIAMI	FL	1		0%
33145	MIAMI	FL	4		0%
33147	MIAMI	FL	11		0%
33150	MIAMI	FL	7		0%
33155	MIAMI	FL	4		0%
33157	MIAMI	FL	4		0%
33158	PALMETTO BAY	FL	1		0%
33160	SUNNY ISLES BEACH	FL	13		0%
33161	N MIAMI	FL	19		0%
33162	NORTH MIAMI BEACH	FL	26		0%
33165	MIAMI	FL	2		0%
33166	MIAMI SPRINGS	FL	3		0%
33167	MIAMI	FL	10		0%
33168	MIAMI	FL	12		0%
33169	MIAMI	FL	50		0%
33172	MIAMI	FL	2		0%
33173	MIAMI	FL	2		0%
33174	MIAMI	FL	2		0%
33175	MIAMI	FL	2		0%

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33176	MIAMI	FL	3		0%
33177	MIAMI	FL	6		0%
33178	DORAL	FL	6		0%
33179	MIAMI	FL	30		0%
33180	AVENTURA	FL	11		0%
33181	NORTH MIAMI	FL	8		0%
33182	MIAMI	FL	2		0%
33185	MIAMI	FL	1		0%
33186	MIAMI	FL	2		0%
33187	MIAMI	FL	3		0%
33190	CUTLER BAY	FL	1		0%
33193	MIAMI	FL	2		0%
33194	MIAMI	FL	1		0%
33196	MIAMI	FL	5		0%
33233	MIAMI	FL	1		0%
33238	MIAMI	FL	2		0%
33261	MIAMI	FL	1		0%
33301	FT LAUDERDALE	FL	49		0%
33302	FT LAUDERDALE	FL	6		0%
33303	FORT LAUDERDALE	FL	1		0%
33304	FORT LAUDERDALE	FL	66		0%
33305	WILTON MANORS	FL	33		0%
33306	FT LAUDERDALE	FL	7		0%
33307	FORT LAUDERDALE	FL	1		0%
33308	FT LAUDERDALE	FL	52		0%
33309	FT LAUDERDALE	FL	144		0%
33310	FORT LAUDERDALE	FL	4		0%
33311	FT LAUDERDALE	FL	340		0%
33312	FT LAUDERDALE	FL	196		0%
33312-3600	FT LAUDERDALE	FL	1		0%
33313	LAUDERHILL	FL	183		0%
33314	DAVIE	FL	58		0%
33315	FORT LAUDERDALE	FL	45		0%
33315-1538	FT LAUDERDALE	FL	1		0%
33316	FT LAUDERDALE	FL	26		0%
33317	PLANTATION	FL	147		0%
33318	PLANTATION	FL	5		0%
33319	TAMARAC	FL	178		0%
33320	TAMARAC	FL	2		0%
33321	TAMARAC	FL	153		0%
33322	PLANTATION	FL	141		0%
33323	SUNRISE	FL	66		0%
33324	PLANTATION	FL	134		0%
33325	DAVIE	FL	73		0%
33326	SUNRISE	FL	57		0%
33327	WESTON	FL	28		0%
33328	DAVIE	FL	87		0%
33329	DAVIE	FL	3		0%
33330	COOPER CITY	FL	26		0%
33331	DAVIE	FL	34		0%
33332	PEMBROKE PINES	FL	10		0%
33334	FT LAUDERDALE	FL	123		0%
33335	FT LAUDERDALE	FL	3		0%

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33338	FT LAUDERDALE	FL	2		0%
33345	FORT LAUDERDALE	FL	2		0%
33346	FT LAUDERDALE	FL	1		0%
33351	LAUDERHILL	FL	120		0%
33359	FT LAUDERDALE	FL	3		0%
33401	WEST PALM BEACH	FL	2		0%
33403	PALM BCH GARDENS	FL	1		0%
33404	RIVIERA BEACH	FL	4		0%
33406	WEST PALM BEACH	FL	2		0%
33407	WEST PALM BEACH	FL	1		0%
33408	NORTH PALM BEACH	FL	1		0%
33409	WEST PALM BEACH	FL	4		0%
33410	PALM BCH GARDENS	FL	1		0%
33411	ROYAL PALM BEACH	FL	12		0%
33412	WEST PALM BEACH	FL	4		0%
33413	WEST PALM BEACH	FL	1		0%
33414	ROYAL PALM BEACH	FL	7		0%
33415	WEST PALM BEACH	FL	3		0%
33417	WEST PALM BEACH	FL	4		0%
33418	PALM BEACH GARDEN	FL	3		0%
33426	BOYNTON BEACH	FL	7		0%
33428	BOCA RATON	FL	27		0%
33429	BOCA RATON	FL	1		0%
33430	BELLE GLADE	FL	1		0%
33431	BOCA RATON	FL	9		0%
33432	BOCA RATON	FL	6		0%
33433	BOCA RATON	FL	28		0%
33434	BOCA RATON	FL	10		0%
33435	BOYNTON BEACH	FL	7		0%
33436	BOYNTON BEACH	FL	9		0%
33437	BOYNTON BEACH	FL	12		0%
33441	DEERFIELD BEACH	FL	34		0%
33442	DEERFIELD BEACH	FL	48		0%
33443	DEERFIELD BEACH	FL	3		0%
33444	DELRAY BEACH	FL	4		0%
33445	DELRAY BEACH	FL	13		0%
33446	DELRAY BEACH	FL	4		0%
33449	LAKE WORTH	FL	2		0%
33455	BOYNTON BEACH	FL	1		0%
33458	JUPITER	FL	3		0%
33460	LAKE WORTH	FL	3		0%
33461	LAKE WORTH	FL	3		0%
33462	LAKE WORTH	FL	2		0%
33463	LAKE WORTH	FL	8		0%
33467	LAKE WORTH	FL	15		0%
33469	JUPITER	FL	1		0%
33470	LOXAHATCHEE	FL	8		0%
33472	BOYNTON BEACH	FL	13		0%
33473	BOYNTON BEACH	FL	6		0%
33474	BOYNTON BEACH	FL	1		0%
33477	JUPITER	FL	1		0%
33478	JUPITER	FL	1		0%
33483	DELRAY BEACH	FL	1		0%

Broward County Board of
County Commissioners

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33484	DELRAY BEACH	FL	4		0%
33486	BOCA RATON	FL	15		0%
33487	BOCA RATON	FL	6		0%
33496	BOCA RATON	FL	6		0%
33498	BOCA RATON	FL	9		0%
33569	RIVERVIEW	FL	1		0%
33868	POLK CITY	FL	1		0%
33901	FORT MYERS	FL	1		0%
33908	FORT MYERS	FL	1		0%
33917	NORTH FORT MYERS	FL	1		0%
33960	VENUS	FL	1		0%
33970	LEHIGH ACRES	FL	1		0%
33993	CAPE CORAL	FL	1		0%
34139	EVERGLADES CITY	FL	1		0%
34472	OCALA	FL	1		0%
34476	OCALA	FL	2		0%
34668	PORT RICHEY	FL	1		0%
34683	PALM HARBOR	FL	1		0%
34949	HUTCHINSON ISLAND	FL	1		0%
34952	PORT ST LUCIE	FL	1		0%
34953	PORT SAINT LUCIE	FL	9		0%
34981	FT PIERCE	FL	1		0%
34982	FORT PIERCE	FL	1		0%
34983	PORT ST LUCIE	FL	4		0%
34984	PORT ST LUCIE	FL	1		0%
34986	PORT ST LUCIE	FL	5		0%
34997	STUART	FL	4		0%
60611	CHICAGO	IL	1		0%
TOTAL EMPLOYEES			5680		0%

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 three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

RFP No. OPN2116245P2 - Group Legal Prepaid Insurance Services (rebid)

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 BOCC: Summary Utilization Report

Dates: 04/01/2013 - 12/31/2017

Legal Matter	# of Matters
Adoption	13
Advice and Review/Consultation	32
Bankruptcy	70
Business	25
Civil	410
Copyrights/Trademarks	3
Criminal Law	45
Document Preparation	104
Domestic Violence/Injunction Hearing	9
Eviction	4
Expungment	20
Foreclosure	23
General Practice	1
Guardianship	21
Immigration	53
Insurance	30
IRS Proceedings	4
Juvenile	2
Labor and Employment	13
Landlord/Tenant	89
Malpractice and Negligence	6
Marital and Family	336
Name Change	9
Personal Injury and Wrongful Death	13
Probate	53
Real Estate	101
Referral Only	4
Social Security and Disability	8
Taxes	9
Traffic Violations	258
Trust	22
Wills	286
Grand Total	2076

Broward County Board of
County Commissioners

SAMPLE DOCUMENT
Page 1 of 149

Broward County Employee Census

EE Birth Year	EE Gender	City-EE	State-EE	Zip-EE	Currently Enrolled
1955	Female	HOLLYWOOD	FL	33019	N
1960	Female	POMPANO BEACH	FL	33060	Y
1973	Male	MARGATE	FL	33068	N
1972	Female	SUNRISE	FL	33326	N
1964	Male	FT LAUDERDALE	FL	33301	N
1946	Male	FORT LAUDERDALE	FL	33307	N
1955	Female	CORAL SPRINGS	FL	33065	Y
1950	Male	COCONUT CREEK	FL	33066	Y
1956	Male	FT LAUDERDALE	FL	33334	N
1955	Male	DAVIE	FL	33328	N
1963	Male	COCONUT CREEK	FL	33073	N
1949	Male	LIGHTHOUSE POINT	FL	33064	N
1962	Female	POMPANO BEACH	FL	33064	N
1954	Female	POMPANO BEACH	FL	33060	Y
1958	Male	PEMBROKE PINES	FL	33029	N
1959	Male	PLANTATION	FL	33324	N
1977	Female	FT LAUDERDALE	FL	33312	Y
1981	Female	MIRAMAR	FL	33025	N
1958	Female	PEMBROKE PINES	FL	33026	Y
1973	Female	PLANTATION	FL	33317	N
1960	Female	SUNRISE	FL	33323	N
1936	Male	DAVIE	FL	33328	N
1960	Female	FT LAUDERDALE	FL	33309	N
1958	Male	BOCA RATON	FL	33433	N
1977	Male	BOYNTON BEACH	FL	33473	Y
1939	Male	FORT LAUDERDALE	FL	33301	N
1978	Female	DEERFIELD BEACH	FL	33442	N
1954	Male	HOLLYWOOD	FL	33024	N
1953	Female	DELRAY BEACH	FL	33484	N
1959	Male	TAMARAC	FL	33321	N
1973	Male	MIAMI	FL	33136	N
1957	Female	FT LAUDERDALE	FL	33309	N
1955	Female	DANIA	FL	33004	N
1955	Male	DANIA BEACH	FL	33004	N
1971	Female	PLANTATION	FL	33317	Y
1964	Female	TAMARAC	FL	33309	N
1957	Male	MARGATE	FL	33063	N
1961	Male	MELBOURNE	FL	32935	N



AGREEMENT

Between

BROWARD COUNTY

and

[CORPORATE NAME OF PLAN]

For

GROUP PREPAID LEGAL INSURANCE SERVICES

For

Broward County Employees
Contract Period – July 1, 2018 – December 31, 2020
(with two (2) renewal terms)

RFP # OPN2116245P2

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AGREEMENT

Between

BROWARD COUNTY

and

[CORPORATE NAME OF PLAN]

For

GROUP PREPAID LEGAL INSURANCE SERVICES

For

Broward County Employees
Contract Period – July 1, 2018 – December 31, 2020
(with two (2) renewal terms)

RFP # [OPN2116245P2](#)

This is an Agreement made and entered into by and between Broward County, a political subdivision of the State of Florida,

AND

[Corporate Name of Vendor], a _____ corporation [*please note: if Vendor is not a Florida corporation, then Vendor must be licensed to conduct business in Florida*], its successors and assigns.

Broward County seeks to sponsor a voluntary, 100% employee-paid, group legal insurance plan to benefit-eligible employees and covered dependents; and

Broward County seeks to partner with an entity that can provide such a group legal insurance plan in a first class, cost-effective manner; and

(name of vendor) was selected through a competitive solicitation and procurement process to provide such a group legal insurance plan; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, Broward County and (name of vendor) agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Agreement: This document, Articles 1 through 12 inclusive and Exhibit A through D inclusive. Other terms and conditions are included in any documents that are expressly incorporated by reference.
- 1.2 Board: The Board of County Commissioners of Broward County, Florida, which is the governing body of Broward County, Florida.
- 1.3 Calendar Quarter: Each calendar quarter of the contract year divided as follows: first quarter being January 1 through March 31; the second quarter being April 1 through June 30; the third quarter being July 1 through September 30 and; the fourth quarter being October 1 through December 31. However, the first year of the Initial Term shall begin in the second calendar quarter.
- 1.4 Contract Administrator: the Broward County Human Resources Division Director or the Director's designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services as described in Article 2 of this Agreement.
- 1.5 County: Broward County, Florida, a body corporate and politic pursuant to Article I of the Broward County Charter, and a political subdivision of the State of Florida pursuant to Article VIII, § 1, of the Florida state Constitution.
- 1.6 County Administrator: The administrative head of County pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.7 County Attorney: The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter, or the designee of the County Attorney.
- 1.8 County Business Enterprise or CBE: is a small business located in Broward County, Florida, which meets the criteria and eligibility requirements of Broward County's CBE Program and must be certified by Broward County's Office of Economic and Small Business Development.
- 1.9 County Employee: A benefit eligible employee of the County.

- 1.10 HIPAA: The Health Insurance Portability and Accountability Act of 1996, as amended, and the corresponding regulations thereof.
- 1.11 Mailing Time: Pursuant to this Agreement, performance deadlines have been established including an allowance for correspondence sent by United States mail. Mailing time is defined as five (5) calendar days except in the case of a performance deadline which falls on a Sunday or legal holiday. In such cases, delivery by mail shall be deemed to have occurred on the following calendar day.
- 1.12 Member: A County employee, his or her spouse, a qualified domestic partner, and covered dependent of these groups, who have elected to participate in the Group Legal Plan and who meet the eligibility standards as set forth in the County's Employee Handbook.
- 1.13 Offer: Offer prepared by Plan for the Board and submitted in response to **RFP # OPN2116245P2** as amended through subsequent negotiations with County Staff and the Selection Committee.
- 1.14 Performance Standard Penalties: The assessment of penalties for Plan's failure to meet performance guarantees as set forth in Exhibit C, attached hereto and incorporated herein, entitled "Performance Guarantees."
- 1.15 RFP: Request Proposals for Group Legal Services for the Broward County Board of County Commissioners, **RFP # OPN2116245P2**.
- 1.16 Plan: Vendor (as defined in this Article) is collectively referred to as Plan.
- 1.17 Vendor: (name of vendor) who has been selected by the Board to provide Group Legal Services, pursuant to the terms of this Agreement, the RFP, and the Offer.

ARTICLE 2

SCOPE OF SERVICES/SELECTED POLICIES AND BENEFITS

- 2.1 Plan shall provide legal services to members under the group policy and the Certificate of Coverage in Exhibit A, attached hereto, entitled "Certificate of Coverage." The Certificate of Coverage describes the benefits provided and the limitations of this Agreement. Nothing in the Certificate of Coverage is intended to change or void the terms of this Agreement. Except as otherwise agreed to by the parties, Members will be required to obtain a copy of the Certificate of Coverage through the Plan website by contacting the Contract Administrator or by calling the Plan Customer Service Department and requesting a hard copy be mailed via U.S. regular mail. County shall provide a copy of the Certificate of Coverage to any Member upon request.

- 2.2 Plan shall give notice to County of any judgment or final order rendered by the Florida Department of Financial Services, Florida Office of Insurance Regulations, any federal or other state agency, and any court of law, finding that any of the specific plans or programs Plan is providing to County, pursuant to this Agreement, are inconsistent or fail to comply with any applicable federal or state law requirements or regulations. Plan shall also give County notice of any corrective action plan regarding its group legal services or managed care products or business that is imposed by any state or federal agency, including any corrective action plan imposed by the Florida Department of Financial Services, Florida Office of Insurance Regulations, specifically concerning the plan or the program Plan provides to County under this Agreement. The notice required by this section shall be provided within thirty (30) days after the judgment or final order is rendered, or the corrective action plan is imposed.
- 2.3 Plan's entire response to **RFP** has been relied upon by County in awarding this contract, and is incorporated into this Agreement as additional terms and conditions that Plan agrees to for the duration of this Agreement unless otherwise noted in this Agreement. In the event of a conflict between the terms and conditions of this Agreement and Plan's response to the RFP, County and Plan agree that this Agreement shall control.

ARTICLE 3

TERM OF AGREEMENT

- 3.1 TERM: This Agreement shall commence on July 1, 2018 and terminate on December 31, 2020 (the "Initial Term"). The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 RENEWAL: County has the option to renew this Agreement for up to two (2) additional one (1) year terms upon the written mutual consent of both County and Plan. The first renewal term shall commence on January 1, 2021 and shall end on December 31, 2021 (the "First Renewal Term"). The second renewal term shall commence on January 1, 2022 and shall end on December 31, 2022 (the "Second Renewal Term"). If Plan intends to enter into renewal negotiations with County, Plan shall give County notice of its intent to do so at least two hundred seventy (270) days prior to the expiration of then existing term. Notwithstanding the above, County shall have the right, by and through its Director of Purchasing and at his/her sole discretion, to extend the then existing term of this Agreement on a month to month basis, for a maximum of six (6) months ("Extension Term"), due to ongoing negotiations with Vendor for a renewal of this Agreement or to allow time for County to transition to a new vendor. Any Extension Term shall be on the same terms and conditions as existed during the immediately preceding term. However,

if either party proposes any changes to the terms and conditions of the Agreement which would become effective during the Extension Term, the Director of Purchasing's decision to extend the Agreement shall be subject to Board approval.

ARTICLE 4

PREMIUM RATES

- 4.1 The premium rates charged by Plan are set forth in Exhibit B attached hereto, entitled "Premium Rates". These rates reflect the maximum monthly premium rates charged by Plan.
- 4.2 In no event shall the premium rates charged under this Agreement exceed the guaranteed maximum rates as listed in Exhibit B for the Initial Term.
- 4.3 County recognizes that changes to federal and state laws may mandate coverage changes resulting in Plan's adjustments to the premium rates set forth in Exhibit B for the Initial Term. Therefore, if an adjustment to these premium rates is required due to mandated changes in federal or state laws, and such premium rates are endorsed by the Department of Financial Services for the state of Florida, County shall convene a committee selected by the Board to address these proposed adjustments to premium rates. County reserves the right to terminate this Agreement for convenience if the parties are unable to agree on adjustments to this the premium rates.

ARTICLE 5

GENERAL PROVISIONS/SERVICE STANDARDS

Plan shall meet the performance standards as set forth in Exhibit C, attached hereto, entitled "Performance Guarantees" in performing services under this Agreement.

- 5.1 Plan may request an extension of any performance standard deadline established pursuant to Exhibit C. Such request shall be submitted in writing to the Contract Administrator no less than five (5) business days before the deadline, unless the need for an extension could not reasonably be foreseen by Plan and County determines that the need for an extension happened for a reason beyond Plan's control. In the case of a need for an extension that could not be reasonably foreseen by Plan, Plan shall submit any request for an extension promptly after the occurrence of the event giving rise to the extension request. If County determines that the request for an extension is based upon circumstances or other causes beyond Plan's control, approval of the request shall not be unreasonably withheld by County. Plan's written request must identify the section of Exhibit C to which the request applies and the reasons why the established deadline could not be met. An extension request approved by County can be for such period as County

deems appropriate. County shall give notice to Plan of its decision on an extension request within three (3) business days after receipt of Plan's request.

5.2 Force Majeure

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder promptly upon removal of such causes ; provided, however, that if such non-performance exceeds sixty (60) calendar days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon thirty (30) days written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

5.3 Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 6

PAYMENT OF PENALTIES

6.1 PENALTY INVOICES: If County, through its Contract Administrator, finds that Plan has incurred penalties pursuant to the terms of this Agreement, County will submit a written invoice to Plan detailing the dates, Member names and identification numbers, if applicable, and alleged performance failures.

6.2 AGREED PENALTIES: Any time penalties are incurred by Plan pursuant to the terms of this Agreement, County will submit an invoice to Plan for f these penalties no later than the end of the month following the period for which penalties were assessed. Unless Plan files a dispute in strict accordance with the requirements of Section 6.3 of this Agreement, Plan must pay the penalties within twenty calendar (20) days from the date of invoice. If a penalty invoice is not paid by Plan within such twenty (20) day period, County may automatically deduct the amount set forth on the invoice from County's next monthly premium payment.

6.3 DISPUTED PENALTIES: Any time penalties are assessed by the Contract Administrator against Plan pursuant to the terms of this Agreement, Plan may

appeal the assessment of such penalties to the Director of Purchasing within ten (10) days after notice of the assessment is given. The appeal shall be in writing and shall state the reasons why the penalties should be reduced or not assessed. If the appeal is not resolved by mutual agreement, the Director of Purchasing shall promptly issue a decision in writing, after consulting with the County Attorney's Office. The decision shall state the reasons for the action taken, and if the appeal is denied in whole or in part the decision shall inform Plan of its right to administrative review. If Plan disagrees with the decision of the Director of Purchasing, Plan may seek administrative review by filing written notice with the Director of Purchasing not later than ten (10) days after the decision of the Director of Purchasing. County and Plan agree that the hearing procedures shall be those set forth in Section 21.120 of the Broward County Procurement Code, as amended.

ARTICLE 7

TERMINATION

- 7.1 This Agreement may be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the County, which termination date shall be not less than thirty (30) days after the date of such written notice. In the event the County Administrator determines that termination is necessary to protect the public health or safety, this Agreement may be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances. The parties agree that if the County erroneously, improperly or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Plan's repeated (whether negligent or intentional) submission of false or incorrect bills or invoices for payment, failure to suitably perform its obligations under this Agreement; or failure to continuously perform its obligations under this Agreement in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if Plan is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, as amended, or if Plan provides a false certification submitted pursuant to Section 287.135, Florida Statutes, as amended. County shall give Plan written notice of termination specifying the grounds for termination and the termination date, which shall not be more than thirty (30) days from the date of County's written notice.

- 7.3 TERMINATION OF THIS AGREEMENT BY PLAN: In accordance with applicable Florida law, Plan may terminate this Agreement for one or more of the following reasons upon the longer of sixty (60) days written notice or notice as provided by Florida law:
- 7.3.1 County failed to pay premiums in accordance with the terms of this Agreement or Plan has not received timely premium payments and Plan provided County with notice in accordance with this Agreement and Florida law.
 - 7.3.2 County performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this Agreement.
 - 7.3.3 County failed to comply with a material provision of this Agreement which relates to rules for employer contributions of group participation.
 - 7.3.4 Plan ceases offering this specific plan coverage or large group coverage.
 - 7.3.5 There is no longer any Member who lives or works in the Plan service area.
- 7.4 In the event that Plan files a petition seeking bankruptcy protection, or enters into an arrangement with creditors because of its insolvency, then upon thirty (30) days' written notice to Plan, County may declare this Agreement cancelled.
- 7.5 Notice of termination shall be given in accordance with Article 9 of this Agreement, except that notice of termination by the County Administrator given pursuant to section 7.1 of this Agreement may be given by verbal notice that shall be promptly confirmed in writing in accordance with the notice provisions of Article 9 of this Agreement.
- 7.6 In the event this Agreement is terminated by County for convenience, Plan shall be paid for any services performed in accordance with the Agreement through the termination date specified in the written notice of termination. Plan acknowledges and agrees that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by Plan, for County's right to terminate this Agreement for convenience.
- 7.7 In the event this Agreement is terminated for any reason, any amounts due Plan shall be withheld by County until all documents are provided to COUNTY pursuant to Section 12.1 of this Agreement.

ARTICLE 8

INDEMNIFICATION

Plan shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent or reckless act of, or omission of, Plan, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Plan shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Plan under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 9

NOTICES

Whenever either party desires to give notice to the other, except for notice relating to the performance of service provisions as set forth in Exhibit "C" of this Agreement, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom notice is intended, at the place last specified in this Article 9. Notice by mail shall be deemed given or served upon receipt. Notice by hand delivery or commercial express carrier shall be deemed given or served upon delivery. The place for giving notice shall remain the same as set forth herein until changed by giving notice to the other party in the manner provided in this section. For the present, the parties designate the following:

COUNTY:

Human Resource Director
Broward County Human Resources Division
Governmental Center, Room 508
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

PLAN:

ARTICLE 10

INSURANCE

- 10.1.1 For purposes of this article, the term "County" shall include Broward County and its officials, officers, and employees.
- 10.1.2 Plan shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum limits of insurance coverage designated in Exhibit D (inclusive of any amount provided by an umbrella or excess policy) in accordance with the terms and conditions stated in this article. All required insurance shall apply on a primary basis, and shall not require contribution from, any other insurance or self-insurance maintained by County. Any insurance, or self-insurance, maintained by County shall be in excess of, and shall not contribute with, the insurance provided by Plan.
- 10.1.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." To the extent insurance requirements are designated in Exhibit D, the applicable policies shall comply with the following:

10.3.1 Commercial General Liability Insurance. Policy shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida

by the Insurance Services Office (ISO), with the exception of endorsements specifically required by ISO or the State of Florida, and liability arising out of:

Mold, fungus, or bacteria

Terrorism

Silica, asbestos or lead

Sexual molestation

Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Agreement.

County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

10.3.2 Business Automobile Liability Insurance. Policy shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of work under this Agreement. County shall be included on the policy (and any excess or umbrella policy) as an "Additional Insured." The policy (and any excess or umbrella policy) must be endorsed to waive the insurer's right to subrogate against County.

10.3.3 Workers' Compensation/Employer's Liability Insurance. Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), with the exception of endorsements required by NCCI or the State of Florida. The policy must be endorsed to waive the insurer's right to subrogate against County in the manner which would result from the attachment of the NCCI form "Waiver of our Right to Recover from Others Endorsement" (Advisory Form WC 00 03 13) with County scheduled thereon. Where appropriate, coverage shall be included for any applicable Federal or State employer's liability laws including, but not limited to, the Federal Employer's Liability Act, the Jones Act, and the Longshoreman and Harbor Workers' Compensation Act.

10.3.4 Professional Liability Insurance. Such insurance shall cover Plan for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in this Agreement. If policy provides coverage on a claims-made basis, such coverage must respond to all claims reported within at least three (3) years following the period for which coverage is required, unless a longer period is indicated in Exhibit D.

- 10.4 Within fifteen (15) days after the full execution of this Agreement or notification of award, whichever is earlier, Plan shall provide to County satisfactory evidence of the insurance required in this Agreement. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability, and Business Automobile Liability Insurance, an appropriate Certificate of Insurance identifying the project and signed by an authorized representative of the insurer shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance identifying the project, signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued on the policy(ies) shall be satisfactory evidence of such insurance.
- 10.5 Coverage is not to cease and is to remain in force until County determines all performance required of Plan is completed. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County prior to the policy's expiration.
- 10.6.1 Plan shall provide County thirty (30) days' advance notice of any cancellation of the policy except in cases of cancellation for non-payment for which County shall be given ten (10) days' advance notice.
- 10.7 Plan shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement. Plan may redact portions of the policies that are not relevant to the insurance required by this Agreement.
- 10.8 County and Plan, each for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required hereunder, waive all rights against the other party and any of the other party's contractors, subcontractors, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the other party.
- 10.9.1 If Plan uses a subcontractor, Plan shall require each subcontractor to endorse County as an "Additional Insured" on the subcontractor's Commercial General Liability policy.

ARTICLE 11

EEO and CBE COMPLIANCE

- 11.1 Plan shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, disability, sexual orientation, pregnancy, or gender identity and expression (including but not limited to any other

protected category in Broward County Code, Chapter 16½, as may be amended from time to time) in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work (if authorized) in the performance of this Agreement. PLAN shall include the foregoing or similar language in its agreements with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of the Agreement, which may result in termination of this Agreement or such other remedy as County deems appropriate.

- 11.2 Plan shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Plan shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Plan shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
- 11.3 By execution of this Agreement, Plan represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). County has materially relied on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to immediately terminate this Agreement and recover from Plan all monies paid by County pursuant to this Agreement, and can result in debarment from County's competitive procurement activities.
- 11.4 Although no CBE goal has been set for this Agreement, County encourages Plan to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 12

MISCELLANEOUS

12.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County; and, if a copyright is claimed, Plan grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Plan, whether finished or unfinished, shall become the property of County and shall be delivered by Plan to the Contract Administrator within seven

(7) days of termination of this Agreement by either party. Any compensation due to Plan shall be withheld until all documents are received as provided herein. Plan shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

12.2 PUBLIC RECORDS

County is public agency subject to Chapter 119, Florida Statutes. To the extent Plan is acting on behalf of County as stated in Section 119.0701, Florida Statutes, PLAN shall:

- 12.2.1. Keep and maintain public records required by County to perform the services under this Agreement;
- 12.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to County; and
- 12.2.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Plan or keep and maintain public records required by County to perform the services. If Plan transfers the records to County, Plan shall destroy any duplicate public records that are exempt or confidential and exempt. If Plan keeps and maintains public records, Plan shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Plan to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Plan will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Plan contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Plan must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Plan as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Plan. Plan shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF PLAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PLAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, benefitsrecords@broward.org, 115 S. ANDREWS AVE., ROOM 514, FORT LAUDERDALE, FLORIDA 33301.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

County shall have the right to audit the books, records, and accounts of Plan and its subcontractors that are related to this Agreement. Plan and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of Plan and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Plan or its subcontractor, as applicable, shall make same available in written form at no cost to County.

Plan and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at Plan's place of business, if deemed appropriate by County, upon seventy-two (72) hours' advance notice to Plan.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Plan in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Plan shall reimburse County for the reasonable actual cost of County's audit. . Any adjustments, payments and reimbursements due County as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Plan.

Plan shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

12.4 PUBLIC ENTITY CRIME ACT

Plan represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Plan further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Plan has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to PLAN under this Agreement.

12.5 INDEPENDENT CONTRACTOR

Plan is an independent contractor under this Agreement. Services provided by Plan pursuant to this Agreement shall be subject to the supervision of Plan. In providing such services, neither Plan nor its agents shall be officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created by this Agreement. Plan shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.6 THIRD PARTY BENEFICIARIES

Neither Plan nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.7 ASSIGNMENT AND PERFORMANCE

Except for subcontracts approved in writing by COUNTY at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. County may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance of this Agreement or any right or interest herein by Plan without COUNTY's written consent.

Plan represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Plan shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Plan's performance and all interim and final product(s) provided to or on behalf of County shall be comparable to the best local and national standards.

12.8 CONFLICTS

Plan agrees that no employee or principal, in the course and scope of their employment or relationship with Plan, shall, during the term of this Agreement, serve as an expert witness, or an adverse or hostile witness, against County in any legal or administrative proceeding, unless a party to such action is compelled to give testimony by court process. Further, Plan agrees that neither Plan, any principal, employee, nor agent shall give sworn testimony or issue a report or writing as an expression of his or her opinion which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Plan or any other persons from representing themselves in any action or in any administrative or legal proceeding.

Plan agrees that Plan, its principals and employees shall not have or hold any contractual or employment relationship with any of County's fringe benefit providers or any other entities competing to provide fringe benefits or related services to County or its employees in relation to County's employees benefits programs, shall not have a material interest in such providers or entities during the term of this Agreement, including any renewal periods, and shall not have a continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Plan's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Plan agrees that Plan, its principals and employees shall not receive any fees, commissions or other compensation from any of the COUNTY's fringe benefit providers or any other entities competing to provide fringe benefits or related services to COUNTY or its employees in relation to the COUNTY's employee benefits programs.

In the event Plan utilizes subcontractors to perform any services required by this Agreement, Plan shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Plan.

12.9 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. No failure by County to insist upon the direct performance by Plan of any of the terms or conditions of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall be deemed or considered or act as a waiver by County of such term or condition. None of the terms of this Agreement to be kept, performed or observed by Plan, and no breach thereof, shall be waived, altered or modified except by written instrument executed by County, and no written waiver shall affect any other or breach other than or breach specified in the written waiver, and then only for the time and to the extent therein stated. No waiver of any breach or default shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any to then existing or subsequent default or breach thereof. No waiver of any breach by Plan shall be implied from any failure or omission by County to take any action on account of such breach or default. No waiver by County of any breach or default on the part of Plan in performance of any of the terms, covenants, or conditions hereof to be performed, kept or observed by Plan shall be or be construed to be a waiver by County of any other or subsequent default in performance of any of the said terms, covenants, and conditions.

12.10 COMPLIANCE WITH LAWS

Plan shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. In the event any of the terms of this Agreement are inconsistent with such laws, codes, ordinances, rules, and regulations, this Agreement shall be construed to operate in conformity with the requirements of such laws, codes, ordinances, rules, and regulations.

12.11 HIPAA COMPLIANCE

It is expressly understood by the Parties that County personnel or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. In the event Plan is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), PLAN shall fully protect individually identifiable health information as required by HIPAA and, if requested by County, shall execute a Business Associate agreement in the form prepared by County for the purpose of complying with HIPAA. Where required, Plan shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of Plan's and County's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. County hereby authorizes the County Administrator to sign Business Associate agreements on its behalf. Plan shall ensure that the requirements of this section are included in all agreements with its subcontractors.

12.12 DRUG-FREE WORKPLACE

It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by Plan shall serve as Plan's required certification that it either has established or that it will establish a drug-free workplace in accordance with Section 287.087, Florida Statutes, as may be amended from time to time, and Chapter 21.31(a)(2) of the Broward County Procurement Code, as may be amended from time to time.

12.13 DOMESTIC PARTNERSHIP REQUIREMENT

Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, Plan agrees to fully comply with Section 16½-157 during the entire term of this Agreement. If Plan fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this section.

12.14 SEVERABILITY

In the event any part of this Agreement is found by a court of competent jurisdiction or, if applicable, by a state regulatory agency with jurisdiction over such matters to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall

continue to be effective unless County or Plan elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court or state regulatory agency becomes final.

12.15 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

12.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

12.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 shall prevail and be given effect.

12.18 JURISDICTION, VENUE, GOVERNING LAW, AND WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern

District of Florida. **BY ENTERING INTO THIS AGREEMENT, PLAN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT. IF A PART FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.19 AMENDMENTS

No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the County and Plan or others delegated authority to or otherwise authorized to execute same on their behalf.

12.20 PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.21 PAYABLE INTEREST

12.21.1 Payment of Interest. County shall not be liable to pay any interest to Plan or any third party for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Plan waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement. This subsection shall not apply to any claim for interest, including post-judgment interest, if such application would be contrary to applicable law.

12.21.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

12.22 CONTINGENCY FEE

Plan represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Plan, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to PLAN. Alternatively, if such representation is false COUNTY, at its sole discretion, may deduct from the compensation due PLAN under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

12.23 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

County or Plan may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under Article 2 of this Agreement entitled "Scope of Services/Selected Policies and Benefits. Such changes must be contained in a written amendment, prepared and executed consistent with Article 12.19 of this Agreement entitled "Amendments," prior to any deviation from the terms of this Agreement, including the initiation of any additional services. County shall compensate Plan for such additional services as mutually agreed to by the parties.

12.24 LEGISLATIVE, REGULATORY, OR ADMINISTRATIVE CHANGE

In the event there shall be a change in the relevant federal or state statutes or regulations, the adoption of new federal or state legislation, or a change in any reimbursement system, any of which are reasonably likely to materially and adversely affect the manner in which either party may perform under this Agreement or which shall make this Agreement unlawful, the parties shall immediately enter into good faith negotiations regarding a new service agreement that complies with the law, regulation or policy and that approximates as closely as possible the position of the parties prior to the change.

12.25 LIVING WAGE REQUIREMENT

If Plan is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 et seq. of the Broward County Code of Ordinances, Plan agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and Plan shall fully comply with the requirements of such ordinance. Plan shall be responsible for and shall ensure that all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

12.26 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits "A," entitled "Certificate of Coverage", Exhibit "B," entitled "Premium Rates," Exhibit "C" entitled "Performance Guarantees," and Exhibit "D," entitled "Certificate of Liability Insurance," attached hereto and referenced throughout this Agreement, are incorporated into and made part of this Agreement.

12.27 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

12.28 REPRESENTATIONS AND WARRANTIES

PLAN warrants and guarantees that it is properly licensed and authorized to do business in Broward County as required by the laws of the State of Florida, and the administrative rules and regulations of the Florida Department of Financial Services.

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.29 TRUTH-IN-NEGOTIATION REPRESENTATION.

PLAN's compensation under this Agreement is based upon representations supplied to COUNTY by PLAN, and PLAN certifies that the wage rates, factual unit costs, and other information supplied to substantiate PLAN's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

12.30 USE OF COUNTY LOGO

PLAN shall not use COUNTY's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and PLAN signing by and through its _____ on the ____ day of _____, 20__,

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Broward County Administrator, as
Ex-Officio Clerk of the Board of County
Commissioners of Broward County,
Florida ____ day of _____, 20__.

BY _____
Mayor

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite #423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____

By _____

Print Name and Title above

Jeffrey S. Siniawsky (Date)
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY, AND [CORPORATE NAME OF PLAN]
FOR GROUP PREPAID LEGAL INSURANCE SERVICES FOR BROWARD COUNTY
EMPLOYEES

PLAN

[CORPORATE NAME OF PLAN]

WITNESSES:

By _____
_____, President

Signature

Print Name and Title

____ day of _____, 20____

Signature

Print Name and Title

(SEAL)

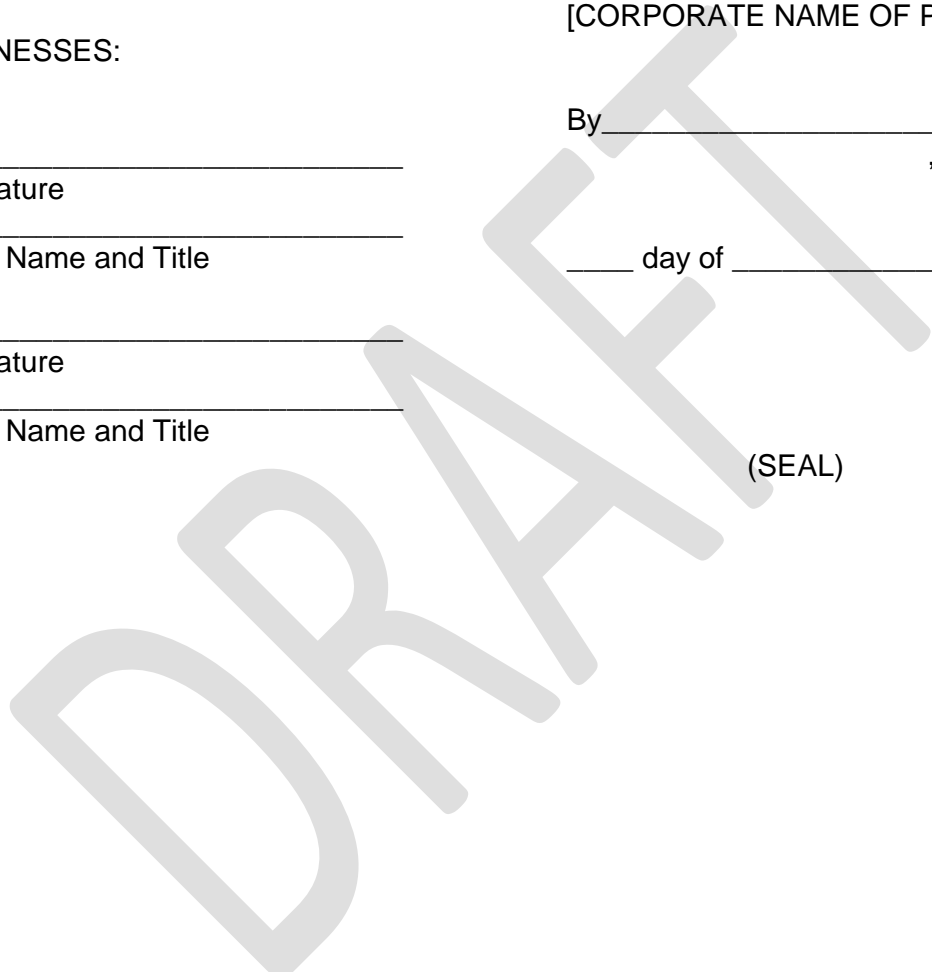


EXHIBIT "A"

CERTIFICATE OF COVERAGE

[To be determined; subject to negotiations]

DRAFT

EXHIBIT "B"

PREMIUM RATES

[To be determined; subject to negotiations]

DRAFT

EXHIBIT "C"

PERFORMANCE GUARANTEES

[To be determined; subject to negotiations]

DRAFT

EXHIBIT "D"

INSURANCE REQUIREMENTS

[To be determined; subject to negotiations]

DRAFT

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:

RFP-RLI-RFQ LOCAL PREFERENCE AND TIE BREAKER CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal to determine Local Preference eligibility, 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 should be submitted with this form. Failure to timely submit this form or local business tax receipt may render the business ineligible for application of the Local Preference or Tie Break Criteria.

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. at a business address physically located within Broward County;
 - d. in an area zoned for such business;
 - e. provides services from this location on a day-to-day basis, and
 - f. 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, 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 and:
 - a. has a valid Broward County local business tax receipt issued at least one year prior to solicitation opening;
 - 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 Broward County limits 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.

Local Business Address:

Vendor does not qualify for Tie Break Criteria or Local Preference, in accordance with the above requirements. The undersigned Vendor hereby certifies that (check box if applicable):

- The Vendor is not a local Vendor in Broward County.

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Broward County Board of
County Commissioners

Bid OPN2116245P2

**AUTHORIZED
SIGNATURE/ NAME**

TITLE

COMPANY

DATE

|

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

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

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:

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

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

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:

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:

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:

INSURANCE REQUIREMENTS

Project: Group Prepaid Legal Insurance Services
Contract Manager: Tracey Gordon

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$500,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A	<input checked="" type="checkbox"/>	If claims-made form:	\$1,000,000	
			Extended Reporting Period of:	2 years	
			*Maximum Deductible:	\$10 k	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood):	Not to exceed 5% of completed value	Completed Value
			*Maximum Deductible:	\$10 k	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from Certificate Holder. *Contractor is responsible for all Deductibles.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Risk Management Division

Question and Answers for Bid #OPN2116245P2 - Group Prepaid Legal Insurance Services (rebid)

Overall Bid Questions

There are no questions associated with this bid.