



PORT ORANGE CITY COUNCIL

SPECIAL MEETING/WORKSHOP

Council Chambers

Tuesday, February 28, 2017 @ 6:30 PM

Pursuant to Section 3.06 of the Charter of the City of Port Orange, the Mayor has called a **Special Meeting/Workshop** of the City Council to be held for the following purposes:

OPENING

1. Pledge of Allegiance
2. Silent Invocation
3. Roll Call

SPECIAL MEETING ACTION ITEMS

4. Employee Insurance Brokerage Services RFP #17-16
5. Volusia County Mutual Aid Agreement

DISCUSSION ITEMS

6. Vision for City Center Future

ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE; IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/28/2017

Consent item: No

SUBJECT: (4) Employee Insurance Brokerage Services RFP #17-16

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION:

Move to approve Brown and Brown of Florida Inc. as the Broker of Record for health and dental insurance subject to the City Attorney review and approval of the final contract documents for RFP # 17-16 Insurance Broker Services in the amount of \$58,500, and to authorize the Mayor and City Clerk to execute all required contract documents, and to waive bidding requirements for all employee selected voluntary insurances for vision, disability and as otherwise available.

SUMMARY:

At the City Council meeting on 04/21/15 a motion to solicit qualifications through a Request for Proposal for an insurance agent was carried 3-2 by roll call vote. In 2016, staff released an RFP for Employee Insurance Broker Services but recommended to reject all bids amidst a protest filed by one of the proposers. Subsequently, staff revised the specifications and the scoring process and has released an RFP for Insurance Brokerage Services to assist in negotiating the renewal for medical and dental insurances provided to employees by the City.

There were 4 proposals received in total by the following companies: Brown & Brown of Florida, Inc., Florida Municipal Insurance Trust, BB&T and Bouchard Insurance. A committee of 3 representatives from City Council, Finance and Human Resources was assembled to evaluate the proposals and conducted an in depth deliberation on the following items:

- Qualifications and Related Experience
- Innovative Solutions and Project Approach
- Support Documentation
- Financial Stability/Litigation and Debarment History
- Proposed Fees

Upon evaluation, the committee and staff recommend approval of a standard services agreement in the amount of \$58,500 for Employee Insurance Brokerage Services with Brown & Brown of Florida, Inc. In addition, staff request that City Council waive any and all bidding requirements for all lines of employee insurances in order to allow Brown & Brown of Florida Inc. to negotiate most effectively with carriers.

Approval of the agenda item will authorize Brown and Brown of Florida, Inc. to negotiate

with carriers for health and dental insurance coverage for the city employees and dependents.

Project No.: Funding Account No.: 504-1000-519-31-13

ATTACHMENTS:

1.	RFP	RFP 17-16 Insurance Brokerage Services (DRAFT 12.14.16) (002).docx
2.	Florida League of Cities Proposal	RFP-17-16 Florida League of Cities Response (01-13-17).pdf
3.	BB&T Proposal	RFP 17-16 BBT Response (01-13-17).pdf
4.	Bouchard Proposal	RFP 17-16 Bouchard Insurance Response (01-13-17).pdf
5.	Reference Verification Worksheet	RFP 17-16 Reference Verification Worksheet.xlsx
6.	RFP 17-16 Evaluation Ranking and ROA	RFP 17-16 Evaluation Ranking and ROA (02.15.17).pdf
7.	RFP 17-16 Tabulation Sheet	RFP 17-16 Tabulation Sheet (01.13.17).pdf
8.	Notice of Intent to Award RFP 17-16 (02.16.17) (REVISED)	Notice of Intent to Award RFP 17-16 (02.16.17) (REVISED).pdf
9.	Brown and Brown Proposal	RFP 17-16 - Brown& Brown Response (01-13-17).pdf

Heather Carrizales	Created/Initiated - 02/16/2017
Jamie Miller	Approved - 02/16/2017
Diana Fye	Approved - 02/16/2017
Tracey Riehm	Approved - 02/17/2017
Margaret Roberts	Approved - 02/23/2017
Jake Johansson	Approved - 02/23/2017
Robin Fenwick	Final Approval - 02/23/2017

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

INSURANCE BROKERAGE SERVICES

RFP #17-16



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: Diana M. Fye, CPPB, Purchasing Manager
Release Date: December 21, 2016

Proposal Due Date and Time: January 13, 2017 at 2:30 p.m.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Vendors

RFP # 17-16 Insurance Brokerage Services

Notice is hereby given that the City of Port Orange is soliciting proposals for Insurance Brokerage Services. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on January 13, 2017** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Vendor unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Vendor responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in Council Chambers.

DESCRIPTION: Insurance Brokerage Services for employee benefits including but not limited to medical and dental plans.

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Proposals received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2.256 and the Policies and Procedures as set forth in the City's Purchasing Manual. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, purchdiv@port-orange.org and reference "Questions on RFP #17-16 Insurance Brokerage Services" in the subject line. Last day for questions will be **December 28, 2016 at 5:00 PM**.

All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

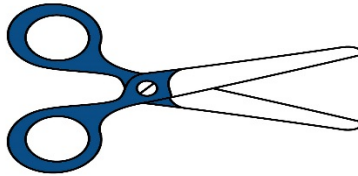
NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Upon award, the successful Vendor will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to Diana M. Fye, CPPB, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP #17-16 Insurance Brokerage Services"**.

Diana M. Fye, CPPB, Purchasing Manager
Legal Ad - One Time – **December 21, 2016**

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.



SEALED PROPOSAL • DO NOT OPEN	
SEALED PROPOSAL NO.	RFP #17-16 _____
PROPOSAL TITLE:	Insurance Brokerage Services _____
DUE DATE/TIME:	January 13, 2017 at 2:30 pm _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Diana M. Fye, CPPB Purchasing Manager Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from Firms or Companies (Vendors) for the provision of Insurance Brokerage Services, as described herein. It is the City's intent to award to one (1) firm a basic contract to provide the necessary services for an initial period of one (1) year, with three (3) extensions of one (1) year each.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposals promotes competitive selection. It shall be the Vendor's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed proposals including one original copy, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:December 21, 2016
Deadline for Questions:December 28, 2016 by 5:00 p.m.
Final Addendum Posting:January 6, 2017
Proposals Due:January 13, 2017 by 2:30 p.m.
Evaluation Committee Meeting.....To Be Determined
Shortlisted Firms Presentations/Discussions (if required)To Be Determined
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Vendors must indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

QUESTIONS REGARDING THIS RFP:

All questions shall reference "Questions on RFP 17-16 Insurance Brokerage Services in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Diana M. Fye, CPPB
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
dfye@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

The failure of Vendors to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the proposal.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as "Active".

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

PRICING SHEETS:

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the RFP specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS:

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Vendors shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS:

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

OPENING OF PROPOSALS:

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) 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. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Proposal Submittal and Requirements section may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF PROPOSALS:

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Port Orange seeks to establish a contract for a qualified firm to provide Insurance Brokerage Services. The firm awarded the contract shall be responsible for providing Insurance Brokerage Services for employee benefits including but not limited to: medical and dental plans. The City of Port Orange currently does not have a contract with any firm for brokerage services and all services are performed in-house.

ELIGIBILITY:

Proposals received from firms that have a contractual relationship with a group health or dental carrier that would preclude the firm from being unbiased in the services provided to the City of Port Orange will not be considered for evaluation and shall be deemed non-responsive. The awarded firm shall not receive any fees, commissions or other benefits for the insurance carrier/firms that may propose on any of the City's RFPs or from an awarded carrier, unless disclosed in advance in the proposal submittal.

TERM:

It is anticipated the City will contract for Insurance Brokerage Services for an initial one-year period with three (3) one-year extension options. The City of Port Orange reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving 60-days written notice, however, notice by the proposer not to renew services for the City must be given within 180 days prior to policy renewal.

CURRENT EMPLOYEE AND BENEFIT PLAN INFORMATION:

- Current total annual health insurance premium costs - \$3,660,000;
- Approximately 443 full time covered employees and 9 part-time covered employees;
- Demographics of covered employees – Average Age is 45; 73% Male & 27% Female;
- All employees are located in Florida;
- Plan year is July 1 - June 30 with Open Enrollment the month of May;
- Fiscal Year is Oct 1 – Sept 30;
- Fully Insured Health Insurance Benefits with Florida Health Care Plans - City pays 100% of single coverage for HDHP Plan and lowest cost HMO. Employee pays 100% of dependent coverage;
- Fully Insured Dental Insurance Benefits with Florida Combined Life - City pays 100% of single coverage. Employee pays 100% of dependent coverage;
- Group Life and AD&D Insurance with Florida Combined Life - City pays 100% of employee coverage;
- Employee Assistance Program (EAP) with Aetna - City pays 100% of employee coverage;
- Flexible Spending Account (FSA) with Connect Your Care/Florida Capital Bank;

- Health Savings Account (HSA) with Connect Your Care/Florida Capital Bank;
- Vision with VSP - Employee pays 100% of all coverages; and
- Voluntary Supplemental Insurances: STD, Life, Accident, Cancer, Hospitalization, Critical Care with Aflac, Colonial Life and Police & Fireman's Insurance - Employee pays 100% of all coverages.

SCOPE OF SERVICES:

This section outlines the products and services that the City of Port Orange expects to receive from a qualified firm as a subject matter expert.

RENEWAL YEAR SERVICES:

- Meet with staff as necessary to discuss benefit plan options and establish goals and objectives for the City of Port Orange's Benefits program;
- Provide analysis of renewal of current plan, reviewing past performance;
- Research, design, and propose employee benefit plans for the City of Port Orange, as appropriate, using current City of Port Orange medical and dental benefit plans as benchmarks;
- Review additional available cost savings plan alternatives and creative funding options;
- Provide the City of Port Orange with information on what other municipalities of comparable size and location will be doing with their benefits in the upcoming plan year;
- Upon request, assist in coordinating a comprehensive "Request for Proposal" (RFP) to identify potential high quality benefits vendors, according to established City of Port Orange guidelines; the scope of this RFP may include, but is not limited to: Medical, Dental, Vision, Basic Life, Voluntary Life, Accidental Death and Dismemberment, Short Term and Long Term Disability insurance providers;
- Act as negotiator and consultant to the City of Port Orange during benefit contract negotiations and renewals;
- Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations;
- As edited and approved by the City of Port Orange's Benefit Administrator, coordinate the design, printing and production of a comprehensive Employee Benefits Handbook to be distributed to each benefit eligible employee on an annual basis;
- Assist with the planning and implementation of selected changes including transition from the current to new vendors, the renewal proposal, and other benefits changes;
- Assist with annual open enrollment including coordinating multiple employee meetings at various locations;

- Advise and assist the City of Port Orange Benefits Administrator with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance; and
- Assist the City of Port Orange with the development of performance guarantees relating to vendors' performance of services to the City of Port Orange, and evaluation of the performance of vendors.

ON-GOING SERVICES FOR HEALTH AND DENTAL INSURANCES:

- Provide dedicated personnel as the primary contact for managing the account relationship with the City of Port Orange (specify names and areas of responsibility for each person);
- Monitor the programs' operations throughout the year to ensure that benefit providers are meeting all customer service requirements and standards;
- Provide ongoing administrative support, as requested, by acting as a liaison between the City of Port Orange and providers to assist promptly with resolving claim disputes, contract administration and interpretations, and other issues;
- Provide health advocacy services directly to plan members including, but not limited to, reviewing hospital and doctor bills, and Explanation of Benefits for claims accuracy, developing claims appeals, researching and resolving pharmacy delays or denials, assisting with member eligibility, explaining available benefits and services, and providing periodic on-site visits to provide said services;
- Meet with City of Port Orange staff throughout the year at least quarterly but as often as reasonably necessary;
- Coordinate annual audits of the City of Port Orange's benefits plans and associated vendors and prepare annual financial reports on the results of the completed plan year;
- Prepare and deliver any necessary reports to the City of Port Orange Benefits Administrator, including, but not limited to reports showing claims experience at intervals acceptable to the City of Port Orange;
- Provide advice and assistance in the review of employee health and medical benefits program on a continuing basis to ensure that those plans are in compliance with state/federal requirements and their adequacy of benefits with respect to other plans;
- Track, monitor and provide information or changes on any pending or new legislation whether state or Federal, including the Affordable Care Act, to the City of Port Orange, as well as any employee benefit and funding trends that may affect the benefits program, as well as HIPAA, COBRA, PPACA, etc.;
- Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required;
- Maintain the confidentiality of the City of Port Orange records and data where applicable under federal and state laws; and
- Perform other related services and provide other related products on an "as needed basis"

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a

- Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the

forementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.

- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the

Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

39. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

42. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

43. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

44. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

46. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45

CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

50. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

51. **INSURANCE**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of

subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

53. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. Upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

54. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make

deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

57. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) 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. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

61. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

- (1) Port Orange business shall be granted up to eight percent (8%) of the available points.
- (2) Volusia County business shall be granted up to five percent (5%) of the available points.
- (3) Florida business shall be granted up to three percent (3%) of the available points.

- (4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

62. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

63. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

64. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

65. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

66. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

67. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

68. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

69. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

70. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

71. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a

Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

72. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

73. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

74. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

75. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

76. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

77. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

80. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

82. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

83. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

86. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

87. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

88. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format

outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

89. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

90. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

91. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

92. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

93. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

94. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

95. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

96. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

98. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

99. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

100. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

101. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

102. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

103. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

104. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such

reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

106. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

107. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

108. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

109. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

110. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or

referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

111. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

112. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

113. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be for an initial one (1) year period and may, by mutual agreement between the City of Port Orange and the awardee, be extended for three (3) additional one (1) year periods subject to City Manager authority, and, if needed, for 90 days after the last day of the current contract period.

The City of Port Orange reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving 60-days written notice, however, notice by the proposer not to renew services for the City must be given within 180 days prior to policy renewal.

ELIGIBILITY OF VENDOR:

Proposals received from firms that have a contractual relationship with a group health or dental carrier that would preclude the firm from being unbiased in the services provided to the City of Port Orange will not be considered for evaluation and shall be deemed non-responsive. The awarded firm shall not receive any fees, commissions or other benefits for the insurance carrier/firms that may propose on any of the City's RFPs or from an awarded carrier, unless disclosed in advance in the proposal submittal.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Vendor's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Vendors responding to this solicitation shall provide one (1) original, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY:

- Provide information related to the Insurance Brokerage Firm qualifications and resources including the following:
 1. Description of the history of the firm, including how long it has been in business in the Central Florida area;
 2. Description of the firm's size (premium volume and number of staff) and presence in total and as it operates in the Central Florida area;
 3. Provide a list of all present and past Public Sector clients in the State of Florida;
 4. List the insurance markets and carriers the firm can access locally as well as nationally;
 5. Description of the firm's national networks and contacts;

6. List special experiences of the firm in placing insurance coverages for a medium size city or similar experience in the private sector; and
7. Additional services offered by the firm that are not listed in this RFP but may be of interest to the City.

TAB B – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL:

- Provide a Resume for each account executive and support staff designated team members assigned this account including the following:
 1. Description of those individual's educational background indicating specific steps taken to remain current with trends in the insurance industry;
 2. Description of individual's work experience including all past employment and number of years as an agent/broker in the insurance field. Also, indicate length of time with your firm and in their current position
 3. Description of individual's personal knowledge of insurance markets, specifically health and dental for Florida local governments;
 4. Description of the firm's resources available for knowledge in the following but not limited to areas, PPACA, COBRA, HIPAA, FSA, Section 125, Cafeteria Plans, and HDHP/H.S.A.; and
 5. Description of the firm's legal resources associated with employee benefits.

TAB C – LOCATION AND ACCESSIBILITY:

- Provide the name, office location and resume of academic training and employment of the Account Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following:
 1. Number of accounts for which the Account Executive is responsible;
 2. How the City's account would compare in size and scope to other clients of the agent/broker;
 3. Steps the Account Executive or the firm will take to assure that proper attention will be given to the City's account as your book of business grows; and
 4. Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and/or the City's employees.
 5. Provide timeframe for staff response to any City inquiries.

TAB D – LICENSES/INSURANCE:

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active."

- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.
- Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. The City of Port Orange does not need to be named as a certificate holder for purposes of submitting a proposal to this RFP. However, upon recommendation of award of contract for this RFP, the selected Vendor will be required to submit an official ACORD Form naming the City of Port of Orange as a Certificate Holder.

TAB E – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.
- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.

- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.

This shall include any debarment actions against your company by the City or other public entity.

- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB F – CLIENT REFERENCES FOR SIMILAR PROJECTS:

- Provide a minimum of three (3) and a maximum of five (5) Client References having achieved positive results due to the Account Executive's evaluation of their insurance needs within the last two (2) consecutive years within the past five (5) years for the services described in this RFP.
- Provide a list of at least three (3) client references (including contact information) for which the services requested in this RFP have been provided for at least two (2) consecutive years within the past five (5) years.
- References must include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

***The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.**

- **DO NOT INCLUDE THE CITY OF PORT ORANGE AS A REFERENCE**
- All reference contact information **MUST** be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:
 1. What type of services did the Vendor do for you? What was the scope of the project?
 2. Did they meet the terms of the contract?
 3. Was the project completed on time and within budget?
 4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you?
 5. Did they respond in a timely manner to calls, requests, etc.?
 6. Did they provide adequate staff to take care of the needs of your company/agency?
 7. Did the Vendor manage sub-consultants and/or sub-contractors?
 8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?
 9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3-5 years?
 10. Overall, would you recommend this Vendor?

TAB G - INNOVATIVE SOLUTIONS and PROJECT APPROACH:

Provide a descriptive narrative regarding innovative solutions and/or project approach regarding the following areas:

- Financial:
 1. How can your firm assist the City financially?
 2. How successful are your firm's renewals and negotiations?
 3. What other cost saving measures has your firm successfully utilized (i.e. transitioning to self-funding, etc.).
 4. What analysis will your firm provide, including any follow-up action plans related to the analysis?
 5. Describe any other aspects on how your firm will provide the City with the best premium for the best product.
- Employee:
 1. How will your firm assist the City's employees?
 2. What is your firm's contact like for adjudicating difficult claim matters?
 3. Will your firm's staff assigned to managing the resultant contract from this RFP meet the City's employees in person?

4. In considering renewals, how much do aspects of a provider such as the disruption of carriers or level of service/tendency to deny claims play into your firm's recommendations for vendors? Will your firm disclose these concerns with the City regarding a potential vendor?
 5. Will City employees be able to directly contact the Broker, or will they need to go through the City's Human Resources team?
 6. Provide any other aspects provided related to the City's employees' wellbeing.
- Client:
 1. How will your firm assist the City's Human Resources team and what special services will be provided?
 2. How much of a burden will be lifted off of the City when it comes to organizing and planning events such as Open Enrollment and Wellness Fairs (Estimated City Time versus Broker Time)?
 3. How much does your firm consider ease of administration when analyzing recommendations for vendors? Will your firm disclose these concerns with the City regarding a potential vendor?
 4. Provide any other aspects relating to how your firm will assist the City's Human Resources team in being the most successful and efficient department possible.

TAB H – PROPOSED FEE:

- Provide a fee proposal for completing all work outlined in "Section 3 – Scope of Services". See page 70 "Section 9 – Required Forms" of RFP document for Fee Proposal Form to be used for this section.
- Fee proposals are to be stated an annual lump sum total.

TAB I – REQUIRED DOCUMENTS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Authorized Signatures/Negotiators
- Form 9.8 Local Business Affidavit of Eligibility
- Form 9.9 Vendor Application and W-9 Form

SECTION 8 – EVALUATION OF PROPOSALS

RFP EVALUATION SCHEDULE:

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).
The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE OF WRITTEN PROPOSALS:

Following the opening of the proposal packages, proposals will be evaluated by an Evaluation/Selection Committee consisting of three members. Two members are pre-determined from multiple departments with experience and general knowledge. The third member will be selected by the City Manager or designee and will possess technical expertise on the subject matter. Scoring for the written proposals are based on a point total as identified below under “Evaluation Criteria for Written Proposals.” Local preference bonus points will be added to the total score for the written evaluation based upon the Vendor’s provision of “Form 9.9 Local Business Affidavit of Eligibility.”

All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Vendors responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City’s evaluation criteria, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services;
2. The ability, capability and skill of the Vendor to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the Vendor;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Net costs; and
11. Such other information as may be secured.
12. Local preference policy (if applicable)

EVALUATION PROCEDURE OF FORMAL ORAL INTERVIEWS/PRESENTATIONS (If Required):

Upon completion of the technical criteria evaluation of written proposals, rating and ranking, the City of Port Orange may conduct oral interviews and/or presentations with short listed firms. Scoring for the oral interviews/presentations are based on a point total identified below under "Evaluation Criteria for Oral Presentations." Oral interview/presentation scores will be added to the total score received from the written proposal evaluation. Please note that bonus points for local vendor preference will only be awarded once during the written evaluation phase.

If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

AWARD:

Award shall be made to the firm that best meets the specified criteria and which best accommodates the City of Port Orange's needs and interests. The decision shall rest solely with the City of Port Orange and the City reserves the right to modify or reject any proposal submitted to it for consideration.

Awards shall be made to firms whose qualifications are determined to be the most advantageous to the City of Port Orange.

The City's Project Manager for this RFP will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council.

Final award shall be made by the City of Port Orange City Council.

WRITTEN PROPOSALS EVALUATION CRITERIA:

Written proposals and oral presentations/interviews will be evaluated and scored based upon the following criteria:

EVALUATION CRITERIA for WRITTEN PROPOSALS

CATEGORY SCORE

I. QUALIFICATIONS and RELATED EXPERIENCE: (Max 40 points as outlined below)

A. Company History, Qualifications, Ability, and Capacity (Key Principal)(15 points)

- 8-15 points – More than 5 years of related experience and able to meet City's needs
- 4-7 points – 3 to 4 years of related experience and able to meet City's needs
- 1-3 points – 1 to 2 years related experience and able to meet City's needs
- 0 points – No prior related experience

B. Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team)(15 points)

- 8-15 points – More than 5 years of related experience
- 4-7 points – 3 to 4 years of related experience
- 1-3 points – 1 to 2 years related experience
- 0 points – No prior related experience

C. Location and Accessibility of Staff.....(10 points)

- 8-10 points – Within City of Port Orange limits and staff assessable within 24-hours response time
- 4-7 points – Within City of Port Orange limits and staff assessable 24 – 48-hours response time
- 1-3 points – Outside City of Port Orange and staff assessable within 48-hours response time
- 0 points – accessibility of staff over 48-hours response time

II. INNOVATIVE SOLUTIONS and PROJECT APPROACH: (Max 15 points outlined below)

D. Innovative Solutions and Project Approach(15 points)

- 8-15 points – Innovative solutions and project approach is exceptionally detailed, well organized, and addresses all topics identified as requirements for Tab G in "Section 7 – Proposal Submittal & Requirements."
- 4-7 points – Innovative solutions and project approach is generally organized but lacks sufficient detail in addressing all topics identified as requirements for Tab G in "Section 7 – Proposal Submittal & Requirements."
- 1-3 points – Innovative solutions and project approach is addressed but poorly organized and does not address all topics identified as requirements for Tab G in "Section 7 – Proposal Submittal & Requirements."
- 0 points – Innovative solutions and project approach is not addressed or is difficult to understand and not organized.

III. SUPPORT DOCUMENTATION: (Max 20 points as outlined below)

E. LICENSES/INSURANCE:(5 points)

- 5 points – Provided copy of required licenses and certifications, Sunbiz report, and proof of insurability per insurance requirements listed in the RFP.
- 3-4 points – Provided copy of required licenses and certifications and proof of insurability per insurance requirements listed in the RFP.
- 1-2 point – Provided only copy of Sunbiz report and proof of insurability per insurance requirements listed in the RFP.
- 0 points – Provided no licenses nor proof of insurability per insurance requirements listed in the RFP

F. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

1. Litigation and Debarment History.....(5 points)

- 5 points – No Litigation nor Debarment history in last 5 years
- 3-4 points – Litigation and/or Debarment history in last 5 years, no actions taken against firm
- 1-2 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current active litigation and/or debarment actions
- 0 points – Current active Litigation action and/or Debarment action in current year

G. REFERENCES:

1. A minimum of three (3) references were provided(5 points)

2. References were able to be contacted and verified(5 points)

IV. PROPOSED FEES: (Max 25 points)

H. Cost/Fee Proposal(25 points)

- 15-25 points – Cost/Fee proposal is within budget
- 10-14 points – Cost/Fee proposal is 10% over budget
- 1-9 points – Cost/Fee proposal is 20% over budget
- 0 points – Provided no pricing

Total Maximum Points

(100 points)

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- Port Orange Business eight percent of available points (8 points)
- Volusia County Business five percent of available points (5 points)
- Florida Business three percent of available points (3 points)

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

ORAL PRESENTATION/INTERVIEW EVALUATION CRITERIA:

Oral Interviews will be evaluated based on the criteria listed below:

UNDERSTANDING AND APPROACH

A presentation explaining the firms approach to assisting local governments to maximize benefits for employees while minimizing the financial impact of skyrocketing health/dental premiums. Cite specific examples from your relevant experience that saved money, improved quality of benefits, enhanced benefits, and increased efficiency. Cite any innovative concepts your firm has employed.

EVALUATION CRITERIA for ORAL PRESENTATIONS

CATEGORY SCORE

A. UNDERSTANDING AND APPROACH: (Max 100 points outlined below)

- (1) Firm's approach to assisting local governments to maximize benefits for employees while minimizing the financial impact of skyrocketing health/dental premiums.....(25 points)***
- (2) Examples from relevant experience detailed money savings, improved quality of benefits, enhancement of benefits, and increased efficiency..... (25 points)***
- (3) Quality of innovative concepts employed.....(25 points)***
- (4) Clear understanding of scope of services presented(25 points)***

Total Maximum Points

(100 points)

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

[Remainder of page intentionally left blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Vendor’s Acknowledgement Form
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- _____ Form 9.4 – Drug Free Preference Statement
- _____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- _____ Form 9.6 – Affidavit of Anti-Collusion Form
- _____ Form 9.7 – Authorized Signatures/Negotiators
- _____ Form 9.8 – Vendor Application Form
- _____ Form 9.9 – Local Business Affidavit of Eligibility
- _____ W-9 Form
- _____ Cost/Fee Proposal (Inserted under Tab H of submitted Proposal)
- _____ Standard Fee Schedule (hours, rates or other fee schedule) for assigned personnel (under Tab H)
- _____ Copy of Certificate of Insurance
- _____ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by

_____, as _____ of _____

(NAME)

(TITLE)

_____ and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

_____, and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name _____	Title _____	Phone # _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX. # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9 Form

Form
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ ☐ Other (see instructions) ^a	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.9 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

RFP 17-16 INSURANCE BROKERAGE SERVICES COST/FEE PROPOSAL

(Complete, sign and date, and insert this document under Tab H in proposal)

Proposal Submitted by _____
(Name of Company/Entity)

INSURANCE BROKERAGE SERVICES COST/FEE PROPOSAL	
ANNUAL LUMP SUM DOLLAR AMOUNT FOR PROVISION OF SERVICES OUTLINED IN SECTION 3 – SCOPE OF SERVICES FOR RFP 17-16 INSURANCE BROKERAGE SERVICES	\$ _____

Authorized Signature: _____

Printed Name of Authorized Signer: _____

E-Mail of Authorized Contact: _____



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
 - (b) Combination Payment and Performance Bond (F.S. § 255.05)
4. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."
5. Termination for Convenience of the City
- (a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.
 - (b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
 - (c) Upon receipt of such Notice, the Contractor shall:
 - (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
 - (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
 - (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
 - (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange, and
 - (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.
 - (d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.
 - (e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
 - (f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:
 - (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
	<u>Additional Coverage:</u>	Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
	<u>Additional Coverage:</u>	"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages

regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA ____]

ATTACHMENT A - CITY OF PORT ORANGE PAID CLAIM (201510-201609)

Report Title:	Paid Claim Report - Quarterly	 An Independent Licensee of the Blue Cross and Blue Shield Association
Group Name:	CITY OF PORT ORANGE	
Report Run Date:	10/11/2016	

Confidential Information Statement

Group 00C075 Subgroup (All)

Month/Year	Conts Single	Emp/ Sps	Emp/ Dep	Sm Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201510	14	1	2	2	-	19	29	14,742	2,696	-	97	97	3,798	159	4,055	1,016	7,767		
201511	13	1	2	2	-	18	28	13,834	3,238	-	19,820	19,820	1,922	870	22,612	1,057	26,907		
201512	13	1	2	2	-	18	28	13,834	1,414	-	673	673	5,099	-	5,772	1,562	8,748		
201601	13	1	2	2	-	18	28	13,834	4,186	60,144	673	60,817	21,181	-	81,998	1,148	87,332		
201602	12	1	2	2	-	17	27	13,223	3,181	9,534	4,686	14,220	5,061	-	19,281	699	23,161		
201603	12	1	2	2	-	17	27	13,223	1,962	-	5,211	5,211	3,415	-	8,626	1,652	12,240		
201604	11	1	2	2	-	16	26	12,612	3,208	-	712	712	1,862	-	2,574	1,033	6,815		
201605	10	2	2	3	-	17	32	14,404	2,513	-	2,932	2,932	3,317	895	7,144	2,010	11,667		
201606	11	2	2	3	-	18	33	15,015	2,082	-	3,033	3,033	2,200	-	5,233	2,002	9,317		
201607	12	3	2	3	-	20	36	18,113	1,681	-	7,092	7,092	1,783	480	9,356	995	12,032		
201608	12	3	2	3	-	20	36	18,113	2,613	-	-	-	3,575	172	3,746	886	7,246		
201609	12	2	2	3	-	19	34	17,097	2,682	-	2,757	2,757	1,659	3,903	8,319	1,836	12,837		
TOTALS	146	19	24	29	-	218	364	178,046	31,456	69,678	47,687	117,365	54,872	6,479	178,716	15,896	226,068	620.39	1.270

CONFIDENTIAL

This document contains confidential or proprietary information that may be legally privileged. It is intended only for internal use by Florida Health Care Plans, Inc. and only by specific recipients. If you are not a specifically authorized recipient, you are not authorized to use, disclose, distribute, copy, print, transmit by any electronic means, or rely on this document.

NOTE: The claims information contained in this report is paid claims only and does not include incurred claims that have either not been reported, or reported but not paid, in the periods presented. In addition, premiums presented for a given month do not necessarily match to paid claims in the month presented. Medical cost may vary from actual due to payment timing, contractual agreements, and allocation methods. Accordingly, care should be taken in the use and analysis of this information to avoid drawing inaccurate or incomplete conclusions.

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **10/11/2016**



Confidential Information Statement

Group 00H075 Subgroup (All)

Month Year	Conts Single	Emp/ Sps	Emp/ Dep	Sm Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201510	92	7	9	22	-	130	218	83,526	12,736	919	2,041	2,960	4,267	9	7,235	3,780	23,751		
201511	93	8	8	21	-	130	215	82,946	13,568	1,706	2,441	4,147	8,174	248	12,569	4,020	30,156		
201512	94	9	8	21	-	132	217	84,562	11,524	-	8,634	8,634	4,489	537	13,660	5,658	30,841		
201601	93	9	9	21	-	132	220	84,703	9,347	-	8,608	8,608	5,851	161	14,620	5,865	29,832		
201602	95	9	9	21	-	134	222	85,715	6,286	-	13,605	13,605	7,373	1,275	22,253	4,875	33,414		
201603	93	8	10	21	-	132	220	85,441	6,122	-	462	462	7,735	600	8,797	6,381	21,300		
201604	95	9	9	20	-	133	218	85,048	8,616	-	6,745	6,745	3,109	-	9,853	4,733	23,202		
201605	95	9	9	20	-	133	219	85,101	9,537	9,283	4,427	13,710	6,442	67	20,219	5,600	35,356		
201606	94	9	10	20	-	133	220	85,498	8,962	1,901	3,113	5,014	4,076	-	9,090	5,899	23,951		
201607	87	9	8	21	-	125	208	88,114	4,624	-	174	174	6,542	-	6,716	5,365	16,705		
201608	89	10	10	21	-	130	218	92,007	9,128	-	2,836	2,836	5,044	31	7,911	4,667	21,706		
201609	88	10	10	20	-	129	215	90,584	8,542	2,795	2,583	5,378	5,774	-	11,152	3,884	23,577		
TOTALS	1,110	106	109	250	-	1,574	2,612	1,033,244	108,992	16,803	55,669	72,272	68,676	2,927	144,074	60,726	313,792	120.15	0.304

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **10/11/2016**



Confidential Information Statement

Group 00L075 Subgroup (All)

Month Year	Conts Single	Emp/ Sps	Emp/ Dep	Sm Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201510	24	6	1	8	-	39	68	22,038	4,764	12,676	-	12,676	1,698	(3)	14,371	505	19,640		
201511	24	5	1	10	-	40	74	23,091	2,142	-	2,728	2,728	2,808	516	6,052	560	8,754		
201512	25	4	1	10	-	40	73	22,777	2,214	-	-	-	1,530	5,685	7,215	622	10,051		
201601	24	4	1	10	-	39	72	22,565	543	-	80	80	480	-	560	51	1,154		
201602	23	4	1	10	-	38	71	21,956	875	-	-	-	356	-	356	60	1,291		
201603	23	4	1	10	-	38	71	21,956	1,673	-	-	-	232	7,541	7,773	46	9,492		
201604	23	5	1	10	-	39	73	22,680	1,527	4,904	-	4,904	1,354	-	6,258	(14)	7,771		
201605	22	5	1	10	-	38	72	22,270	2,971	-	-	-	600	4	604	20	3,595		
201606	21	5	1	10	-	37	71	21,860	2,671	15,785	640	16,425	2,754	-	19,179	315	22,164		
201607	24	8	2	10	-	44	84	28,157	3,264	-	360	360	1,280	250	1,890	332	5,487		
201608	24	8	2	10	-	44	85	28,157	19,421	11,333	18	11,351	3,272	287	14,910	670	35,001		
201609	25	8	2	10	-	45	86	28,602	3,943	-	294	294	3,149	(4)	3,439	379	7,762		
TOTALS	282	66	15	118	-	481	901	286,108	46,008	44,697	4,120	48,818	19,515	14,275	82,607	3,547	132,161	146.71	0.462

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **10/11/2016**



Confidential Information Statement

Group 000075 Subgroup (All)

Month/ Year	Coms Single	Emp/ Sps	Emp/ Dep	SM Fam	Lrg Fam	Total Subs	Total Memb	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201510	151	26	14	28	-	220	354	172,791	66,777	39,559	24,023	63,582	57,077	1,448	122,107	25,874	214,758		
201511	148	26	14	30	-	218	354	172,444	62,541	6,606	11,696	18,302	33,139	2,564	54,005	25,076	141,623		
201512	148	25	13	29	-	215	347	168,980	63,732	45,994	17,203	63,198	30,324	1,461	94,982	22,009	180,724		
201601	145	26	14	29	-	214	349	169,597	45,562	220,065	41,727	261,792	28,118	2,037	291,948	43,914	381,424		
201602	146	26	13	29	-	214	346	168,544	43,037	67,104	36,495	103,599	29,067	600	133,266	48,793	225,096		
201603	146	26	13	29	-	214	345	169,911	44,873	27,009	33,419	60,427	28,325	650	89,402	49,342	183,617		
201604	142	28	13	30	-	213	348	170,639	44,747	10,104	37,886	47,990	28,262	1,046	77,299	27,365	149,410		
201605	143	28	13	29	-	213	347	170,234	59,190	38,500	37,668	76,167	32,256	2,820	111,243	28,668	199,102		
201606	140	27	13	29	-	209	345	167,337	69,527	19,729	46,888	66,617	40,469	3,652	110,738	32,025	212,290		
201607	139	28	14	26	-	207	340	177,698	50,896	24,385	29,682	54,066	44,581	1,885	100,532	28,575	180,004		
201608	140	29	13	26	-	208	341	178,144	62,278	454,542	36,407	490,949	36,930	2,611	530,490	55,767	648,534		
201609	141	29	13	26	-	209	341	178,696	60,462	17,844	51,767	69,611	33,306	7,493	110,409	58,178	229,050		
TOTALS	1,729	324	160	340	-	2,554	4,157	2,065,015	673,622	971,439	404,862	1,376,301	421,854	28,267	1,826,422	445,588	2,945,631	708.54	1.426

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **10/11/2016**



Confidential Information Statement

Group (All) Subgroup (All)

Month/Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201510	281	40	26	60	-	408	669	293,096	86,973	53,154	26,162	79,316	66,840	1,613	147,769	31,174	265,916		
201511	278	40	25	63	-	406	670	292,315	81,490	8,312	36,685	44,997	46,042	4,198	95,238	30,714	207,441		
201512	280	39	24	62	-	405	665	290,153	78,884	45,994	26,510	72,504	41,442	7,683	121,628	29,851	230,363		
201601	276	40	26	62	-	404	669	290,699	59,638	280,209	51,089	331,298	55,631	2,198	389,126	50,978	499,742		
201602	276	40	25	62	-	403	666	289,437	53,379	76,638	54,786	131,424	41,857	1,875	175,156	54,427	282,962		
201603	274	39	26	62	-	401	663	290,530	54,630	27,009	39,092	66,100	39,707	8,790	114,598	57,421	226,648		
201604	270	43	25	62	-	400	666	290,980	58,097	15,008	45,343	60,351	34,587	1,046	95,984	33,117	187,199		
201605	270	44	25	62	-	401	670	292,010	74,211	47,782	45,027	92,809	42,615	3,786	139,210	36,299	249,720		
201606	266	43	26	62	-	397	669	289,710	83,241	37,414	53,675	91,089	49,499	3,652	144,240	40,241	267,722		
201607	263	48	26	60	-	397	669	312,083	60,465	24,385	37,308	61,693	54,186	2,615	118,494	35,268	214,227		
201608	266	50	27	60	-	403	681	316,422	93,440	465,875	39,262	505,136	48,821	3,100	557,058	61,990	712,487		
201609	266	49	27	59	-	402	676	314,960	75,629	20,638	57,401	78,039	43,888	11,391	133,319	64,277	273,225		
TOTALS	3,267	515	308	737	-	4,827	8,034	3,562,414	860,077	1,102,417	512,338	1,614,755	565,116	51,948	2,231,819	525,756	3,617,652	450.28	1.016

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ATTACHMENT B - CITY OF PORT ORANGE PAID CLAIM (2014120-201511)

Report Title:	Paid Claim Report - Quarterly	
Group Name:	CITY OF PORT ORANGE	
Report Run Date:	12/22/2015	

Confidential Information Statement

Group (All) Subgroup (All)

Month/Year	Cons Single	Emp/ Sps	Emp/ Dep	Sm Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201412	257	49	24	66	-	396	684	281,499	97,204	78,020	60,176	138,196	38,571	3,901	180,667	30,529	308,400		
201501	257	47	24	66	-	394	690	279,814	62,915	20,763	81,454	102,217	54,804	3,172	160,193	28,941	252,049		
201502	259	46	24	66	-	395	681	279,493	59,854	11,544	46,008	57,552	36,237	1,097	94,886	67,577	222,317		
201503	262	45	25	65	-	397	680	279,718	65,095	13,920	39,805	53,725	26,229	2,148	82,102	47,080	194,277		
201504	268	40	25	63	-	396	668	275,811	68,377	43,059	46,947	90,005	39,048	542	129,595	26,898	224,870		
201505	272	41	26	62	-	401	673	278,561	63,739	6,192	27,684	33,876	26,342	3,494	63,712	21,810	149,262		
201506	274	42	26	62	-	404	676	280,002	61,344	-	31,226	31,226	38,496	284	70,006	23,541	154,891		
201507	280	46	26	62	-	414	685	299,626	61,258	4,048	22,217	26,265	31,111	2,126	59,503	27,398	148,158		
201508	279	43	26	62	-	410	678	296,469	61,381	98,836	20,924	119,760	46,843	2,216	168,819	26,147	256,347		
201509	282	44	26	62	-	414	685	298,842	71,410	141,047	44,305	185,352	68,998	2,551	256,902	25,537	353,849		
201510	280	41	27	60	-	409	673	294,289	88,744	53,154	26,162	79,316	68,695	2,321	148,332	30,907	267,983		
201511	277	42	27	61	-	407	673	293,066	76,906	8,312	36,685	44,997	45,911	4,201	95,109	30,618	202,634		
TOTALS	3,248	526	306	758	-	4,839	8,138	3,437,167	838,226	478,895	483,592	962,487	519,285	28,054	1,509,826	386,986	2,735,037	336.10	0.796

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ATTACHMENT C - CITY OF PORT ORANGE PAID CLAIM (201401-201412)

Report Title:	Paid Claim Report - Quarterly	
Group Name:	<u>CITY OF PORT ORANGE</u>	
Report Run Date:	1/19/2015	

Confidential Information Statement

Group 00C075 Subgroup (All)

Month Year	Conts Single	Emp Sps	Emp Dep	Sm Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	6	2	1	1	-	10	17	7,372	1,833	-	-	-	148	-	148	575	2,557		
201402	6	2	1	1	-	10	17	7,372	525	-	5,502	5,502	1,232	-	6,734	413	7,671		
201403	6	1	1	1	-	9	15	6,405	1,458	-	106	106	527	-	633	632	2,723		
201404	6	1	2	1	-	10	18	7,372	694	-	2,268	2,268	1,018	16	3,302	949	4,945		
201405	6	1	2	1	-	10	18	7,372	779	-	1,620	1,620	3,118	16	4,754	743	6,275		
201406	5	1	2	1	-	9	16	6,341	848	-	3,516	3,516	1,156	-	4,671	642	6,161		
201407	9	1	1	1	-	12	18	8,665	1,295	-	-	-	205	-	205	2,161	3,661		
201408	10	2	1	1	-	14	21	10,096	1,779	6,048	168	6,216	475	-	6,691	1,628	10,099		
201409	10	2	1	1	-	14	21	10,096	1,156	-	12,820	12,820	3,171	644	16,636	2,047	19,838		
201410	9	2	1	1	-	13	20	9,518	1,510	-	646	646	1,248	-	1,894	2,351	5,756		
201411	11	3	1	1	-	16	24	11,696	1,154	-	-	-	1,914	320	2,234	1,943	5,331		
201412	13	3	1	1	-	18	26	12,852	2,242	-	-	-	1,268	-	1,268	2,066	5,576		
TOTALS	97	21	15	12	-	145	231	105,157	15,273	6,048	26,646	32,694	15,480	996	49,170	16,150	80,593	349.20	0.766

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **1/19/2015**



Confidential Information Statement

Group 00H075 Subgroup (All)

Month Year	Conts Single	Emp/ Sps	Emp/ Dep	Sm Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	65	6	7	14	-	93	148	53,520	12,296	-	1,667	1,667	675	899	3,240	3,041	18,577		
201402	68	7	8	15	-	98	157	56,848	5,758	2,292	382	2,674	8,270	633	11,577	2,378	19,713		
201403	67	7	8	14	-	96	153	55,688	5,542	1,882	482	2,364	2,698	108	5,171	3,580	14,293		
201404	67	7	8	14	-	96	152	55,083	6,149	-	(8,615)	(8,615)	3,716	9	(4,889)	2,445	3,705		
201405	67	7	7	14	-	95	152	54,899	5,927	2,844	12,252	15,095	7,685	640	23,421	3,477	32,825		
201406	69	8	7	14	-	98	155	56,200	4,515	1,476	3,347	4,823	8,390	-	13,213	3,343	21,071		
201407	64	9	7	14	-	94	151	57,819	5,550	-	3,494	3,494	12,672	396	16,562	2,463	24,575		
201408	66	8	7	14	-	95	152	57,914	6,872	4,069	4,104	8,173	7,673	1,319	17,165	3,687	27,725		
201409	68	8	6	16	-	98	157	60,083	6,815	48,545	17,846	66,391	15,619	29	82,039	3,262	92,116		
201410	70	7	6	16	-	99	158	60,421	10,225	-	3,987	3,987	5,042	187	9,216	5,216	24,657		
201411	70	7	6	16	-	99	158	60,193	4,562	1,951	7,488	9,439	3,962	220	13,621	8,165	26,348		
201412	71	7	6	16	-	100	160	60,893	10,707	-	4,843	4,843	6,060	113	11,016	7,094	28,817		
TOTALS	813	88	84	177	-	1,163	1,853	689,562	84,918	63,059	51,277	114,337	82,463	4,552	201,352	48,151	334,421	180.45	0.485

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **1/19/2015**



Confidential Information Statement

Group 00L075 Subgroup (All)

Month Year	Conts Single	Empr Sps	Empr Dep	Sm Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	26	6	-	10	-	42	78	22,069	749	-	586	586	482	-	1,068	40	1,857		
201402	26	7	-	10	-	43	79	22,451	1,033	-	-	-	2,610	-	2,610	43	3,686		
201403	27	6	-	10	-	43	79	22,448	2,354	-	-	-	816	-	816	54	3,224		
201404	25	6	1	10	-	42	79	22,359	2,470	-	1,441	1,441	791	1,023	3,254	220	5,945		
201405	24	6	1	10	-	41	78	21,981	811	-	(2,002)	(2,002)	2,623	-	620	441	1,872		
201406	24	6	1	10	-	41	78	21,981	1,516	194	-	194	1,644	-	1,838	353	3,707		
201407	23	7	2	11	-	43	89	25,063	1,220	-	1,804	1,804	10,790	-	12,594	63	13,876		
201408	23	6	2	11	-	42	87	24,357	1,657	-	-	-	866	153	1,020	355	3,032		
201409	22	6	2	11	-	41	86	23,958	3,383	-	258	258	830	(153)	934	419	4,737		
201410	23	5	2	11	-	41	84	23,651	5,969	-	589	589	1,363	-	1,951	416	8,337		
201411	23	5	2	11	-	41	84	23,651	1,152	-	-	-	2,370	486	2,857	57	4,066		
201412	23	5	2	11	-	41	84	23,651	5,164	-	302	302	2,098	-	2,400	393	7,957		
TOTALS	289	71	15	126	-	501	985	277,621	27,478	194	2,977	3,171	27,282	1,509	31,963	2,855	62,296	63.24	0.224

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **1/19/2015**



Confidential Information Statement

Group 00T075 Subgroup (All)

Month Year	Conts Single	Empr Sps	Empr Dep	SMI Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201402	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201403	-	-	-	-	-	-	-	-	-	-	-	-	(295)	-	(295)	-	(295)	-	-
201404	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201405	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201406	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201407	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201408	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201409	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201410	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201411	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
201412	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	(295)	-	(295)	-	(295)	-	-

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **1/19/2015**



Confidential Information Statement

Group 000075 Subgroup (All)

Month Year	Cons Single	Emp/ Sps	Emp/ Dep	Sm/ Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	159	34	16	40	-	249	440	182,638	48,257	5,554	56,608	62,162	28,214	1,791	92,167	14,262	154,686		
201402	159	36	16	39	-	250	440	183,041	41,690	399	8,029	8,428	30,320	2,372	41,119	12,905	95,715		
201403	158	34	16	40	-	248	436	182,092	45,421	-	33,413	33,413	34,713	722	68,848	16,012	130,282		
201404	157	33	16	40	-	246	433	180,579	51,950	10,054	35,417	45,471	34,694	1,622	81,786	40,236	173,972		
201405	156	32	16	39	-	243	429	178,455	55,510	102,636	21,842	124,479	35,080	1,545	161,104	45,033	261,648		
201406	156	32	16	39	-	243	428	177,881	54,584	27,985	26,468	54,453	24,949	3,512	82,915	44,431	181,930		
201407	157	34	14	37	-	242	416	185,874	60,124	30,193	48,686	78,879	27,682	1,213	107,774	16,640	184,538		
201408	155	34	14	37	-	240	414	184,998	50,873	20,482	3,407	23,889	33,260	29,107	86,256	67,276	204,405		
201409	157	34	14	37	-	242	416	185,874	51,633	15,473	48,534	64,006	26,375	8,487	98,868	17,683	168,183		
201410	155	34	15	36	-	240	413	184,469	50,078	3,664	24,058	27,722	33,739	2,254	63,715	45,546	159,339		
201411	154	34	15	36	-	239	412	183,911	52,149	29,904	22,729	52,633	30,140	9,899	92,673	14,620	159,442		
201412	149	34	15	38	-	236	414	183,525	79,115	78,020	55,030	133,050	29,145	2,706	164,901	24,071	268,087		
TOTALS	1,872	405	183	458	-	2,919	5,092	2,193,336	641,384	324,363	384,221	708,584	368,311	65,232	1,142,127	358,715	2,142,226	420.70	0.977

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **1/19/2015**



Confidential Information Statement

Group (All) Subgroup (All)

Month/ Year	Cons Single	Emp/ Sps	Emp/ Dep	Sm/ Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201401	256	48	24	65	-	394	683	265,599	63,135	5,554	58,860	64,414	29,520	2,690	96,624	17,918	177,677		
201402	259	51	25	65	-	401	694	269,712	49,006	2,690	13,913	16,603	42,432	3,005	62,040	15,739	126,785		
201403	258	48	25	65	-	396	682	266,633	54,775	1,882	34,001	35,883	38,460	830	75,173	20,278	150,227		
201404	255	47	27	65	-	394	682	265,393	61,263	10,054	30,511	40,565	40,219	2,669	83,453	43,850	188,566		
201405	253	46	26	64	-	390	677	262,706	63,027	105,480	33,712	139,192	48,506	2,201	189,899	49,694	302,620		
201406	254	47	26	64	-	391	677	262,403	61,463	29,655	33,332	62,987	36,139	3,512	102,638	48,769	212,870		
201407	253	51	24	63	-	391	674	277,421	68,189	30,193	53,984	84,177	51,348	1,610	137,134	21,326	226,649		
201408	254	50	24	63	-	391	674	277,366	61,182	30,599	7,679	38,278	42,275	30,579	111,132	72,947	245,260		
201409	257	50	23	65	-	395	680	280,011	62,986	64,018	79,458	143,475	45,995	9,006	198,477	23,411	284,874		
201410	257	48	24	64	-	393	675	278,061	67,782	3,664	29,280	32,944	41,392	2,441	76,777	53,530	198,089		
201411	258	49	24	64	-	395	678	279,451	59,017	31,855	30,217	62,072	38,387	10,926	111,385	24,784	195,186		
201412	256	49	24	66	-	395	684	280,921	97,228	78,020	60,176	138,196	38,571	2,819	179,585	33,624	310,437		
TOTALS	3,072	584	296	774	-	4,727	8,161	3,265,676	769,054	393,665	465,122	858,787	493,241	72,289	1,424,317	425,870	2,619,241	320.94	0.802

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ATTACHMENT D - CITY OF PORT ORANGE PAID CLAIM (201301-201312)

Report Title:	Paid Claim Report - Quarterly	
Group Name:	CITY OF PORT ORANGE	
Report Run Date:	1/15/2014	

Confidential Information Statement

Group 00C075 Subgroup (All)

Month Year	Cons Single	Empr Sps	Empr Dep	Sm Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	4	-	1	1	-	6	11	4,360	833	-	-	-	300	-	300	683	1,816		
201302	4	-	1	1	-	6	11	4,360	335	-	601	601	306	-	907	514	1,756		
201303	4	-	1	1	-	6	11	4,360	200	-	-	-	306	-	306	454	959		
201304	4	-	1	1	-	6	11	4,360	385	-	194	194	1,203	-	1,398	485	2,268		
201305	4	-	1	1	-	6	11	4,360	134	-	113	113	574	-	687	571	1,392		
201306	4	-	1	1	-	6	11	4,360	446	-	-	-	790	16	805	424	1,676		
201307	4	1	2	1	-	8	15	6,277	589	-	-	-	1,548	31	1,580	446	2,614		
201308	4	1	2	1	-	8	15	6,277	793	-	-	-	310	-	310	1,319	2,421		
201309	4	1	2	1	-	8	15	6,277	687	-	-	-	1,627	-	1,627	405	2,719		
201310	5	1	2	1	-	9	16	6,824	3,651	-	689	689	304	-	993	580	5,224		
201311	5	2	2	1	-	10	18	7,791	1,764	-	-	-	549	-	549	922	3,234		
201312	5	2	2	1	-	10	18	7,791	2,066	-	714	714	2,145	-	2,860	736	5,663		
TOTALS	51	8	18	12	-	89	163	67,398	11,882	-	2,312	2,312	9,962	47	12,320	7,540	31,742	194.74	0.471

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **1/15/2014**



Confidential Information Statement

Group 00H075 Subgroup (All)

Month/Year	Conts Single	Empr Sps	Empr Dep	Smr Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	57	3	6	9	-	75	115	40,022	5,445	-	1,169	1,169	1,231	279	2,680	7,273	15,398		
201302	60	3	5	10	-	78	119	41,494	4,045	-	5,701	5,701	1,549	-	7,250	8,514	19,809		
201303	61	3	6	10	-	80	123	42,693	2,403	-	1,666	1,666	1,319	233	3,218	12,816	18,437		
201304	59	3	6	10	-	78	121	41,826	3,255	-	601	601	4,899	-	5,500	10,924	19,680		
201305	60	4	6	8	-	78	115	41,148	5,882	-	1,202	1,202	2,889	-	4,091	4,230	14,203		
201306	60	4	8	9	-	81	123	43,616	5,607	23,552	-	23,552	3,182	18	26,752	2,095	34,454		
201307	65	5	9	13	-	92	144	52,700	6,485	2,258	4,121	6,380	7,168	-	13,547	2,281	22,313		
201308	63	6	9	13	-	92	146	53,150	5,942	(2,697)	551	(2,146)	1,867	546	266	2,623	8,832		
201309	64	6	7	14	-	91	146	52,255	5,077	-	18,007	18,007	5,261	431	23,700	2,963	31,740		
201310	65	6	7	15	-	93	150	54,019	4,256	2,941	2,934	5,874	4,257	1,156	11,287	2,691	18,235		
201311	65	6	7	15	-	93	150	53,580	5,010	-	2,765	2,765	1,593	-	4,358	3,339	12,707		
201312	65	6	7	15	-	93	150	53,803	4,586	-	3,518	3,518	3,495	(681)	6,332	2,752	13,670		
TOTALS	744	55	83	141	-	1,024	1,603	570,306	57,994	26,053	42,236	68,289	38,711	1,981	108,981	62,501	229,477	143.19	0.402

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **1/15/2014**



Confidential Information Statement

Group 00L075 Subgroup (All)

Month Year	Conts Single	Emps Sps	Emps Dep	Sm Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	22	4	-	10	-	36	72	18,492	1,239	-	6,871	6,871	4,772	-	11,643	293	13,175		
201302	22	4	-	10	-	36	72	18,492	1,425	-	375	375	679	-	1,053	349	2,827		
201303	22	5	-	10	-	37	74	19,136	824	17,693	8,356	26,049	1,305	1,197	28,551	390	29,764		
201304	23	5	-	10	-	38	75	19,500	1,362	103,665	191	103,856	(3,241)	-	100,615	105	102,082		
201305	24	6	-	10	-	40	78	20,332	496	-	397	397	10,539	-	10,936	114	11,545		
201306	24	6	-	10	-	40	78	20,509	1,947	31,000	657	31,658	4,349	67	36,073	180	38,199		
201307	22	7	-	9	-	38	73	20,402	1,544	-	3,781	3,781	1,257	67	5,104	178	6,827		
201308	22	7	-	9	-	38	73	20,402	3,170	-	3,306	3,306	1,154	501	4,962	456	8,587		
201309	23	7	-	9	-	39	74	20,781	1,665	-	560	560	1,873	659	3,092	1,423	6,179		
201310	24	7	-	9	-	40	75	21,160	1,739	-	1,228	1,228	1,500	568	3,296	404	5,440		
201311	26	6	-	10	-	42	78	22,069	781	-	3,243	3,243	1,242	2,020	6,506	479	7,765		
201312	26	6	-	10	-	42	78	22,069	637	-	5,228	5,228	(7,270)	4,564	2,522	471	3,631		
TOTALS	280	70	-	116	-	466	900	243,346	16,827	152,358	34,195	186,553	18,159	9,642	214,354	4,841	236,022	262.39	0.970

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Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **1/15/2014**



Confidential Information Statement

Group 000075 Subgroup (All)

Month Year	Conts Single	Emp/ Sps	Emp/ Dep	Sm/ Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	177	34	16	42	1	270	469	193,251	58,455	30,334	79,586	109,920	38,432	1,594	149,946	17,304	225,705		
201302	175	34	16	42	1	268	467	191,644	54,677	5,908	84,904	90,812	33,715	3,041	127,567	14,876	197,120		
201303	173	34	16	41	1	265	462	190,235	48,487	2,918	76,803	79,721	32,568	1,854	114,142	15,799	178,429		
201304	173	35	16	41	1	266	462	190,352	50,691	5,746	32,690	38,436	33,717	2,132	74,285	17,197	142,173		
201305	169	36	16	41	1	263	461	189,679	57,929	53,213	76,814	130,027	49,083	1,979	181,089	13,115	252,133		
201306	171	36	16	40	1	264	459	189,329	43,431	6,036	43,963	49,999	29,398	5,701	85,098	12,032	140,561		
201307	161	39	16	38	-	254	442	186,192	58,648	34,417	58,786	93,203	42,282	7,838	143,322	14,957	216,928		
201308	160	39	16	39	-	254	444	186,830	52,079	92,202	31,547	123,749	35,079	1,922	160,750	18,185	231,013		
201309	159	39	15	40	-	253	445	186,502	54,263	54,240	73,390	127,629	33,450	1,792	162,872	18,151	235,286		
201310	159	38	16	40	-	253	446	186,484	58,285	16,400	71,874	88,274	26,172	1,149	115,594	15,167	189,047		
201311	157	37	16	40	-	250	442	184,169	54,878	3,126	(16,681)	(13,555)	25,118	2,201	13,764	22,846	91,488		
201312	159	35	16	40	-	250	441	183,604	49,934	13,796	3,812	17,609	24,686	4,030	46,325	11,334	107,593		
TOTALS	1,992	436	191	484	6	3,110	5,440	2,258,272	641,757	318,335	617,488	935,822	403,700	35,232	1,374,754	190,964	2,207,476	405.77	0.978

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Confidential Information Statement

Group (All) Subgroup (All)

Month Year	Coms Single	Emp/ Sps	Emp/ Dep	Sm Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid Inpatient	Paid Outpatient	Total Facility	Professional	Other	Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
201301	260	41	23	62	1	387	667	256,125	65,972	30,334	87,627	117,961	44,735	1,873	164,569	25,554	256,095		
201302	261	41	22	63	1	388	669	255,991	60,482	5,908	91,581	97,489	36,248	3,041	136,777	24,252	221,512		
201303	260	42	23	62	1	388	670	256,423	51,913	20,611	86,826	107,436	35,498	3,283	146,217	29,459	227,589		
201304	259	43	23	62	1	388	669	256,039	55,694	109,411	33,677	143,088	36,578	2,132	181,798	28,712	266,203		
201305	257	46	23	60	1	387	665	255,519	64,440	53,213	78,525	131,738	63,086	1,979	196,804	18,030	279,273		
201306	259	46	25	60	1	391	671	257,814	51,431	60,588	44,620	105,209	37,718	5,801	148,728	14,731	214,890		
201307	252	52	27	61	-	392	674	265,572	67,266	36,675	66,688	103,363	52,255	7,936	163,554	17,862	248,681		
201308	249	53	27	62	-	392	679	266,659	61,983	89,505	35,404	124,909	38,410	2,969	166,288	22,583	250,854		
201309	250	53	24	64	-	391	680	265,815	61,691	54,240	91,957	146,197	42,212	2,882	191,291	22,942	275,924		
201310	253	52	25	65	-	395	687	268,488	67,932	19,340	76,725	96,065	32,233	2,872	131,171	18,843	217,946		
201311	252	51	25	66	-	394	688	267,609	62,432	3,126	(10,673)	(7,547)	28,501	4,221	25,175	27,585	115,193		
201312	255	49	25	66	-	395	687	267,268	57,223	13,796	13,273	27,069	23,057	7,912	58,039	15,294	130,555		
TOTALS	3,067	569	292	753	6	4,688	8,105	3,139,321	728,460	496,746	696,230	1,192,976	470,531	46,902	1,710,410	265,846	2,704,716	333.70	0.862

CONFIDENTIAL

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NOTE: The claims information contained in this report is paid claims only and does not include incurred claims that have either not been reported, or reported but not paid, in the periods presented. In addition, premiums presented for a given month do not necessarily match to paid claims in the month presented. Medical cost may vary from actual due to payment timing, contractual agreements, and allocation methods. Accordingly, care should be taken in the use and analysis of this information to avoid drawing inaccurate or incomplete conclusions.

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End of Solicitation Documents



Florida League of Cities, Inc.
125 East Colonial Drive, Orlando, FL 32801
407-425-9142, Toll Free: 1-800-445-6248/Fax: 407-425-9378
www.flcities.com



City of Port Orange
Request for Proposals
RFP #17-16
Insurance Brokerage Services

Represented by:
Aaron Carper, Account Executive
January 13, 2017

Original



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Florida League of Cities, Inc., Department of Insurance and Financial Services
125 East Colonial Drive, Orlando, FL 32801
Main: 407-425-9142 Toll Free: 1-800-445-6248 Fax: 407-425-9378
www.flcities.com/Insurance

January 13, 2017

Diana M. Fye, CPPB
Purchasing Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Request for Proposals #17-16 - Insurance Brokerage Services

Dear Ms. Fye,

The Florida League of Cities insurance programs were established in 1977 to provide an affordable insurance alternative for the governmental entities of Florida. Over the years, the Florida Municipal Insurance Trust has evolved into one of the largest public entity programs in the United States and is recognized for its outstanding member services.

The Florida League of Cities is your association. We have established all of our programs in response to the needs and requests of our membership. Providing these services has saved our cities money over the past 36 years.

In addition to the cost savings, our proposal will show the significant improvement in services that have been implemented at the specific request of cities/members similar to the City of Port Orange.

These include:

- Insurance coverage provided by the League in partnership with United Healthcare without the additional fees associated with other fully insured programs.
- Hometown Health is a customized wellness initiative designed by and for cities exclusively. This is provided at no additional cost.
- Hometown Health screenings for your employees are fully funded by the League as part of your program. No additional cost.
- Hometown Health incentive awards for your employees are fully funded by the League as part of your participation. No additional cost.
- On-site services and health coaching provided by the League for your employees. No additional cost.
- Automated online enrollment and billing services provided at no additional cost.

- Claims administration provided directly by the League with claims management support by United Healthcare. League staff provide direct support on claims management – we know you by name.
- League plans are reviewed and fully compliant with the Affordable Care Act.
- The League is providing newsletters to members as well as quarterly webinars to inform County staff on the implementation and impacts of the Affordable Care Act. No additional cost.
- Regional workshops are continually held for member cities for personalized training on the Affordable Care Act. No additional cost.

All of these services are provided currently to members similar to the City of Port Orange by League staff – your Association.

Florida Statute 112.08 (2)(a) specifically authorizes your City to participate in the Florida League of Cities program. This was designed to assist municipalities in providing quality benefits at the lowest possible cost.

The League has been able to grow and succeed through the support and input from our membership. The services have grown at the request of our members. We have succeeded by providing the highest quality product and services while providing great value.

Sincerely,



Aaron Carper
Account Executive-Health





Insurance and Financial Services

As Administrator for the Florida Municipal Insurance Trust, the League has a longstanding commitment to superiority for its membership.

- **Underwriting and Policy Services** – Customized program are offered to address the changing needs and exposures of public entities. Policy pricing, processing and issuance are handled internally.
- **Claims Management** – Oversight of all claims administration is performed by Florida League of Cities staff.
- **Member Services** – Licensed league account executives are readily available to review, advise and place coverage with no added consulting fees or commissions.
- **Enrollment and Billing** – A comprehensive portal is provided to each Member prior to policy inception.
- **Hometown Health** – A Municipal specific health promotions program tailored to fit your specific wellness needs.

** The following disclosure is made in accordance with Florida law: The Florida League of Cities serves solely as the sponsor and administrator of the self-insurance programs provided by the Florida Municipal Insurance Trust. The Florida Municipal Insurance Trust exists as an independently governed, separate legal entity under Florida law.*

EMPLOYEE HEALTH PROMOTION/WELLNESS PROGRAM:

	FMIT	Your Current Insurer
Health Coach – Personal health coach assigned to each employee.		
Fully Funded Health Screenings — The Florida League of Cities funds health screening events held at your local government for no cost to you or your employees.		
Fully Funded Incentive Program - The Florida League of Cities funds your incentive program to attain proven results by funding the employee gift card bonus program at no additional cost to your local government.		
Custom Health Promotion/Wellness Website – Hometown Health web-site designed by and for municipalities exclusively.		
Continued outreach from the Florida League of Cities Wellness Coordinator – A Florida League of Cities staff member with a Master of Public Health assists in implementing your wellness program.		
Workplace Wellness Planner – Manual for your wellness program customized to your specific needs.		
Hometown Health Award – The pinnacle of wellness programming throughout the state of Florida. This recognition program is aimed at rewarding local government who have demonstrated success.		
Financial support from Florida League of Cities – As a HIPAA compliant program (as required by the Affordable Care Act) the League helps reduce total program costs .		
		

FMIT	Your Current Insurer
	
	
	
	
	
	
	
	
	



TWO STEPS TO 2016-2017 WELLNESS REWARDS

1

Complete your **Health Assessment (HA)** by **March 31, 2017** to earn a \$25 gift card.

2

Get a **health screening** and earn 100 rewards points by **September 30, 2017** to earn a \$100 gift card.

CAN'T ATTEND ONSITE HEALTH SCREENING EVENT?

You may still submit a Physician Qualification Form. Available on your Hometown Health portal and at your spouse's Human Resource office

How to earn points:

Activity	Reward
Health Coaching: Schedule online or call (855) 667-2546	20 points per session up to 80 points
Complete a My Health Assistant Goal	10 points per goal up to 30 points
Complete a challenge	25 points per challenge up to 50 points
Cumulative Steps Target (1 million)	20 points
Preventive Exam	10 points
Sync your Fitbit	5 points
Get your vaccinations	10 points
Confirm you are a non-smoker	10 points

**Take the HA by March 31, 2017 to earn the \$25 gift card. HAs completed after the deadline are still required in order to earn the \$100 gift card.*

Physical screening-based rewards points

Measurement	In-range results	Out-of-range results
BMI between and including 18.5-30	10 points	5 points
Blood pressure: $\leq 139/94$	10 points	5 points
Total cholesterol: ≤ 240	10 points	5 points
Blood sugar: Fasting: ≤ 125 Non-fasting ≤ 200	10 points	5 points

COMING NEXT YEAR

Now's a great time to take advantage of programs like WebMD Health Coaching, My Health Assistant and Challenges to live a healthier life.

Beginning October 2017, the program will begin rewarding your health and wellness more directly. Points will be awarded based on healthy activities, including in-range health screenings (no points earned for out-of-range numbers) and indicating that you are a non-smoker or that you are taking part in a smoking cessation program.



Visit webmdhealth.com/hometownhealth to get started.



Powered by
WebMD | health services

Hometown Health Website



POWERED BY
WebMD

Log In

New Users

If you are a new user to this site,
register now.

[REGISTER NOW](#)

Need help getting started? [?](#)

Returning Users

Username:

Password:

[GO](#)

Forgot your username or
password? [?](#)

September 18, 2012

1 Preview

Welcome

What is Personal Health
Manager?

Who is WebMD?

Is my information safe?

How do I use this service?

2 Register

[Register now!](#)

3 Get Started

Begin by taking the Health
Assessment to determine
your current health status
and compare yourself to your
peers.

Welcome!

Welcome to **Personal Health Manager**, a valuable resource provided for FMIT Members.

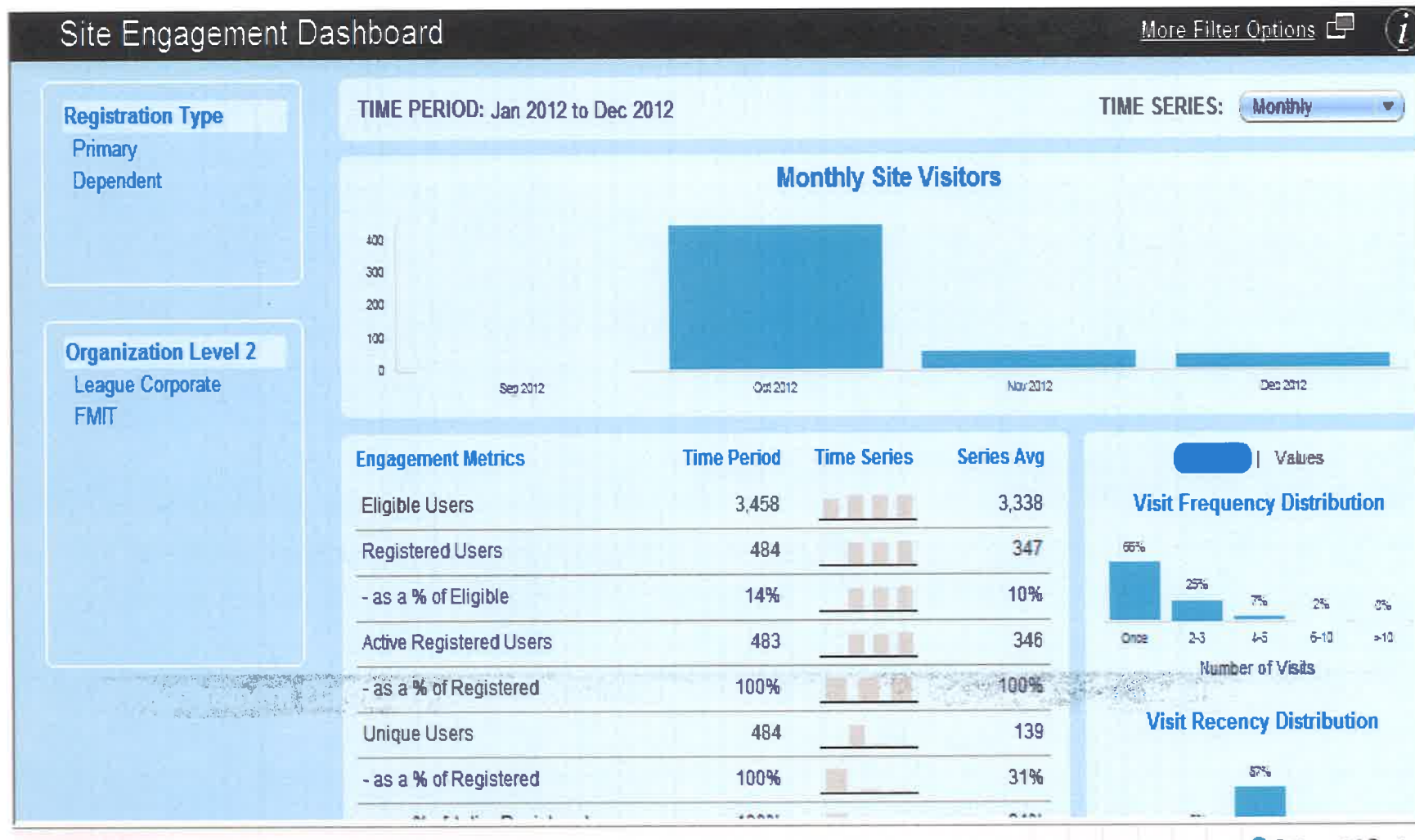
[Register now](#) and begin your individual journey towards a fuller, healthier life. You will have access to confidential, reliable **tools** and **information** to help you make better decisions about your health and the health of those you love. Personal Health Manager will offer you a personalized experience, bringing you the information and tools that are meaningful to you, including:

- **Health Assessment** — an online health assessment tool that provides you with a secure, personalized snapshot of your current health.
- **Health Topics** — providing you with in-depth assessments and information about specific health conditions, like depression, chronic fatigue and diabetes.
- **Health Trackers** — tools to help you monitor your progress as you strive toward specific health goals.
- **Search** — located at the top right of every page, an easy way to learn more about any health topic from A to Z from reliable sources.

Personal Health Manager is secure and private — any information you provide is strictly confidential. Read WebMD's privacy policy for more information.

[Register Now](#)

Results Reporting



On-site Wellness Screening Events



On-line Enrollment and Billing Powered by BenTek ©

INCLUDED FEATURES

- ☒ On-line Benefits Management System
- ☒ User-friendly Administrator Enrollment Website
- ☒ Electronic Billing and Payment Tracking
- ☒ Customized Eligibility and Enrollment Reporting
- ☒ Health Care Reform Compliance
- ☒ Online Administrative Guides and Comprehensive Training Videos

OPTIONAL FEATURES

- ☒ Payroll and Personnel Auditing
- ☒ 24/7 Employee Self-Service Website
- ☒ Employee Administered Online Enrollment Software
- ☒ Annual Open Enrollment Employee Portal



MENU

Thursday, March 27, 2013

Welcome, Cindy Rochester

Logout

Session Time Remaining: 8:46



ADMIN

Status

SSN

Client

Name

All

ALL

Employee Info

Dependents

Medical

Dental

Vision

City of Test

Summary of Benefits

Dependents

By clicking on one of the options in the list displayed down the left side of the employee record screen, detailed information including job history, dependents, and employee coverage will be displayed.

To display more or less information in each option, click on the blue arrows that appear throughout the site, which will expand and/or collapse each box. The expanded view shows detailed history including the date and time any changes were made and the User responsible.

Personal Info

Change Log

Files

John Doe

SSN: 123-45-6789

Add New

Dependents

History

Michael Doe

Rel: Dep. Child

Age: 22



Jane Doe

Rel: Spouse

Age: 48



Sarah Doe

Rel: Dep. Child

Age: 18



Benefit Class

Job Info

Change Log

 Show Removed

Add a new record:

New Active

New Retiree

New Cobra

▼ Active

Hire Date: 1/1/2011

Term Date:

Hire Date	Termination Date	Coverage End	Employee ID	Drop Program	Start Drop Prog.
01/01/2011 				Select One ▼	
End Drop Prog.	Cobra Event	QE Date		Cobra Notice	
	Select One ▼				

Salaries

Calendar Salary	Calendar Year	Plan Year Salary	Plan Year
	Select One ▼		Select One ▼

Cancel

Save

 Show Removed

Job Listings

Add a new job:

New Job

Job Start Date	Job End Date	Job Title		
01/01/2011 				
Full/Part Time	Salary	Job ID	Pay Type	Bargaining Unit
Full Time ▼	0.00			
Department	Location	Hours	Work Phone	
Benefit Class				
Employee - 1/1/2011 - No End Date ▼				
New Class				

Benefit Class	Start Date	End Date	Show All 
Employee	1/1/2011		

Cancel

Save

Welcome to Hometown Health Advantage

At UnitedHealthcare, we recognize that health problems can have a tremendous impact on your life – both at work and outside of work. So we are pleased to offer you a new health plan that features a special support team with our **“nurse in the family”** approach, and various health services and resources at your fingertips when you need them.



Call us any time

You may contact the nurse team at any time if you have questions about:

- Your health and prescription benefits
- A new diagnosis
- Finding a primary care physician
- A medical claim

Simply call
1-844-518-8079

for help with any questions related to your health plan benefits. We are here for you.

Receive support from experienced nurses

Your new health plan from UnitedHealthcare includes a team of experienced nurses who offer support to you or your caregiver if you have a health condition that requires complex care, or if you recently received care at a hospital.

- ▶ If you plan to be hospitalized in the near future, a nurse may call you to discuss your upcoming procedure and give you information about what to expect when you go to the hospital. Following your hospitalization, the same nurse will follow up with you to support you during your recovery.
- ▶ If you suffered injuries from an accident or were diagnosed with a complex condition such as cancer or chronic kidney disease, a nurse may call you to discuss your needs and provide support to help you receive the care you need.
- ▶ If you are managing a chronic condition such as diabetes, asthma or coronary artery disease, our nurse team may contact you to help identify recommendations that supplement or support your care.
- ▶ If you are expecting a new baby, a nurse may reach out to you with information on managing your maternity experience.

We understand the importance of relationships in health care. That's why each time you or someone in your family needs support, you will have the same nurse – or a **“nurse in the family.”** If your nurse is not available, other nurses can help you too.

Explore available health services and resources at your fingertips

In addition to experienced nurses, your new health plan offers various resources to use whenever you need them. Simply visit the Health & Wellness tab and other areas on myuhc.com® to find information and services available to you – at your convenience.

The material provided through this program is for your information only. It is provided as part of your health plan. It should not be used for emergency or urgent care needs. In an emergency, call 911 or go to the nearest emergency room. This program is not a substitute for your doctor's care. Program nurses and coaches cannot diagnose problems or suggest treatment. Your personal health information is kept private based on your plan's privacy policy.

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or their affiliates.



myuhc.com at a glance

All about benefits

- ▶ Check your current and past claims
- ▶ See what your benefits include
- ▶ Find a doctor or hospital
- ▶ Print a temporary health plan ID card or request a replacement. From a supported smartphone, you can view, fax or email your health plan ID card.

Health tools and tips

- ▶ Compare hospital specialties and quality
- ▶ Check treatment and procedure costs
- ▶ Chat with a nurse in real time
- ▶ Learn about health conditions, symptoms, and the latest treatment options



Visit today
myuhc.com



Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or its affiliates. Health Plan coverage provided by or through a UnitedHealthcare company.



Serve yourself health care with a difference.



Helpful. Personal. Powerful. All for you.

myuhc.com[®]

Learn more about your benefits

Check your current coverage, deductibles and out-of-pocket limits.

Look up doctors and hospitals

Find doctors and hospitals in your network and evaluate hospitals on quality and patient safety. Get driving directions and print a map.

Organize your medical claims

See your medical claims whenever you want and print copies for your records.

Use tools that help you make decisions

Estimate the cost of a treatment or procedure beforehand, and find the information you need to make health care decisions.

Learn more about health conditions and treatments

Search easy-to-read health topics to help you make more informed decisions. All medical information is from reliable resources recognized by doctors.

Improve your health

Find out the best ways to get healthy and stay healthy with helpful articles to read and simple tips to follow.

Search for information in the palm of your hand

Members can access myuhc.com from their smartphones to:

- Display driving directions to doctors based on their current GPS location
- Fax or email a health plan ID card
- View current deductible/out-of-pocket maximum balances as well as the five most recent claims
- View current health plan spending account balances

UnitedHealthcare Health4MeSM – Access your family's health information anytime, anywhere. UnitedHealthcare Health4Me mobile app provides you information on the go when your family needs it most. (Currently available for iPhone[®] and Android[™] operating systems.)



Why you should register

Managing your benefits and your personal health is easier with this powerful tool. Registration is quick and simple.

- 1** Visit **myuhc.com** and select "Register Now"
- 2** Enter your health plan ID card information or your Social Security number and birth date
- 3** Enter your email address or sign up for a free email account and check to receive important emails
- 4** Choose a username and password, then get started

myuhc.com[®]

- ▶ Check your benefits
- ▶ Find doctors and hospitals
- ▶ Look up your claims
- ▶ Estimate costs ahead of time
- ▶ Learn about how to stay healthy

Helpful.
Personal.
Powerful.
All for you.



Vision

Vision insurance

Discover myuhcvision.com

Our easy-to-use self-service member website lets you easily verify your benefits and eligibility, find answers to frequently asked questions, locate a provider, access online offers and services, print a member ID card, and much more.

Members
log in here

New Users
register here

Find a provider
using zip code
or city and state

Returning Users

Username
Password
Log In

Forgot your User Name or Password?

New User

Register Now

First Time User Registration!
If you are a first time user of the new site, please do not use your Social Security Number as the Subscriber ID during registration. Please click on "Don't Know Subscriber ID?" and simply use the email address shown on screen and continue with registration.

Provider Quick Search

Find a Provider Near:

Zip Code
or
Street Address
City
State

Search

Take care of your eyes to take care of you.

WELCOME
Thank you for coming to UnitedHealthcare for your vision needs. Our self-service tools are designed to give you the information you need, when and where you want it. Smartphone or desktop - we are here for you.

USER GUIDE
We have put together an overview guide for some of the most used features of the new site.
[Click Here to learn more.](#)

NEED CONTACTS?
Visit [www.UHContracts.com](#) for all of your contract and needs. Take 10% off every order just for being a UnitedHealthcare member.

Links & Tools

- Why Choose UnitedHealthcare?
- Which Eyewear is Best for Me?
- Eye Health and Ocular Health with Dr. Linda Chou

Common Questions

- Who can use this site?
- How do I register?
- Which browsers are supported?
- Is this website secure?

Related Websites

- Local Discounts
- Member App Downloads
- myUHC
- myUHC Portal

Find information about
vision insurance and watch
educational videos about
keeping your eyes healthy.

Get answers
to common
questions about
using this site

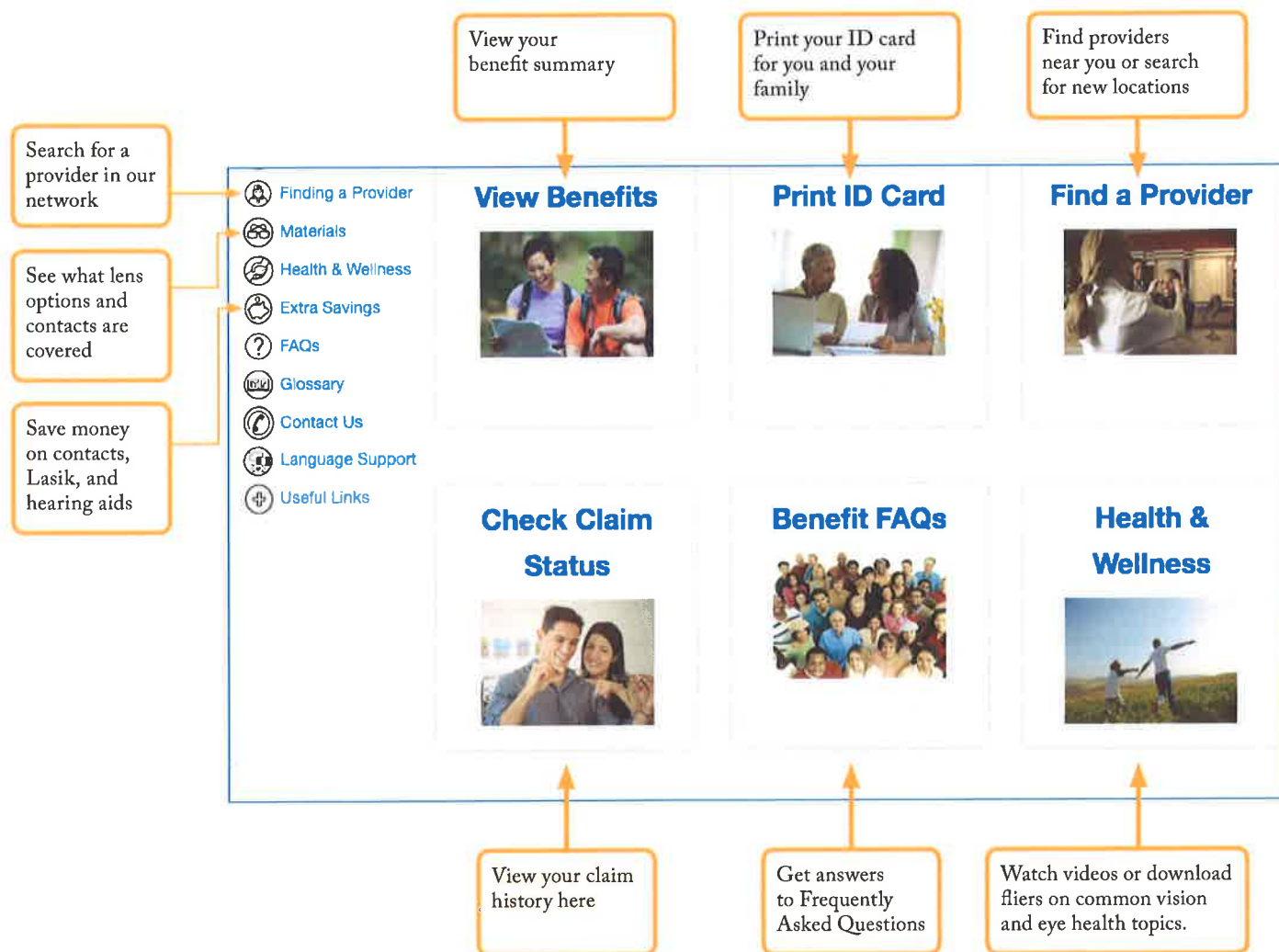
Find links to
special offers
and other
services



**"Highest in Customer
Satisfaction with
Vision Plans, Two
Years in a Row"**

 **UnitedHealthcare®**

Learn all about your vision benefits and how to make the most of your plan



Questions?

Call **1-800-638-3120** or visit **myuhcvision.com**.



UnitedHealthcare received the highest numerical score in the proprietary J.D. Power 2013-2014 Vision Plan Satisfaction ReportSM. 2014 report measures opinions of consumers with vision plans, includes four plans, and is based on responses from 3,063 consumers. Proprietary study results are based on experiences and perceptions of consumers surveyed October – November 2014. Your experiences may vary. Visit www.jdpower.com

UnitedHealthcare vision coverage provided by or through UnitedHealthcare Insurance Company, located in Hartford, Connecticut, UnitedHealthcare Insurance Company of New York, located in Islandia, New York, or their affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. Plans sold in Texas use policy form number VPOL.06.TX or VPOL.13.TX and associated COC form number VCOC.INT.06.TX or VCOC.CER.13.TX. Plans sold in Virginia use policy form number VPOL.06.VA or VPOL.13.VA and associated COC form number VCOC.INT.06.VA or VCOC.CER.13.VA.



DELTA DENTAL PPOSM : YOUR SMILE IS COVERED

GO PPO

Visit a PPO¹ dentist to maximize your savings.² These dentists have agreed to reduced fees, and you won't get charged more than your expected share of the bill.³ Find a PPO dentist at deltadentalins.com.⁴

ACCESS ONLINE SERVICES

Get information about your plan anytime, anywhere by signing up for an Online Services account at deltadentalins.com. This free service lets you check benefits and eligibility information, find a network dentist and more.

CHECK IN WITH EASE

You don't need a Delta Dental ID card when you visit the dentist. Just provide your name, birth date and enrollee ID or social security number. If your family members are covered

under your plan, they will need your name, birth date and enrollee or social security number. Prefer to take a paper or electronic ID card with you? Simply sign in to Online Services, where you can view or print your card with the click of a button. If you're covered under two plans, ask your dental office to include information about both plans with your claim, and we'll handle the rest.

UNDERSTAND TRANSITION OF CARE

Did you start on a dental treatment plan before your PPO coverage kicked in? Multi-stage procedures are only covered under your current plan if treatment began after your plan's effective date of coverage.⁵ You can find this date by logging in to Online Services.

NEWLY COVERED? Visit deltadentalins.com/welcome.

SAVE WITH A
PPO DENTIST



PPO



NON-PPO

LEGAL NOTICES: Access federal and state legal notices related to your plan at deltadentalins.com/about/legal/index-enrollee.html

¹ In Texas, Delta Dental Insurance Company offers a Dental Provider Organization (DPO) plan.

² You can still visit any licensed dentist, but your out-of-pocket costs may be higher if you choose a non-PPO dentist. Network dentists are paid contracted fees.

³ You are responsible for any applicable deductibles, coinsurance, amounts over plan maximums and charges for non-covered services.

⁴ Verify that your dentist is a PPO dentist before each appointment.

⁵ Applies only to procedures covered under your plan. If you began treatment prior to your effective date of coverage, you or your prior carrier are responsible for any costs. Group- and state-specific exceptions may apply. Enrollees currently undergoing active orthodontic treatment may be eligible to continue treatment under Delta Dental PPO. Review your Evidence of Coverage, Summary Plan Description or Group Dental Service Contract for specific details about your plan.

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 DELTA DENTAL

deltadentalins.com/enrollees



WE KEEP YOU SMILING[®]

BENEFIT HIGHLIGHTS

EFFECTIVE DATE: 10/01/2016

DELTA DENTAL PPOSM

GROUP NAME: Florida Municipal Insurance Trust

GROUP NUMBER: 18430

> ELIGIBILITY: WHO MAY RECEIVE BENEFITS?

- **Primary enrollee and spouse**
(includes domestic partner)
- **Eligible dependent children to:**
end of cal. year dependent turns age 26

> **DEDUCTIBLES** per person/per family
\$50 / \$150 each cal. year

> **MAXIMUMS** per person
\$1,500 each cal. year

> WAITING PERIODS

Basic Services: none Major Services: none
Orthodontics: none

BENEFITS AND COVERED SERVICES	PPO dentists ^{1,2}	Non-PPO dentists ^{1,2,3}
Diagnostic & Preventive Services (D&P) Exams, cleanings, x-rays and sealants	100%	100%
	Deductible doesn't apply to D&P	
	D&P doesn't count towards maximum	
Basic Services Fillings	80%	80%
Endodontics (Basic) Root canals	80%	80%
Periodontics Gum treatment (Basic)	80%	80%
Oral Surgery (Basic) Includes simple tooth extractions	80%	80%
Major Services Crowns, inlays, onlays and cast restorations	50%	50%
Prosthodontics (Major) Bridges and dentures	50%	50%
Orthodontics For dependent children to age 19 lifetime per person	50% \$1,000	50% \$1,000

¹ Delta Dental Premier* dentists are considered in-network dentists.

² Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and the program allowance for non-Delta Dental dentists.

³ Non-Delta Dental dentists may balance bill the difference between the contracted rate and their usual fee for services.

Delta Dental Insurance Company
1130 Sanctuary Parkway
Alpharetta, GA 30009

Customer Service
(Toll-Free)
800-521-2651

Claims Address
P.O. Box 1809
Alpharetta, GA 30023-1809

This benefit information is not intended to replace or serve as the plan's Evidence of Coverage, Summary Plan Description or Group Dental Service Contract. If you have specific questions regarding the benefits eligibility, limitations or exclusions of your plan, please consult your company's benefits representative.

Date created: 06/22/2016



deltadentalins.com



We keep you smiling[®]



THE POWER OF POOLING

FLORIDA LEAGUE OF CITIES, INC.

GROUP LIFE INSURANCE PROGRAM

Florida League of Cities (FLC) is pleased to announce our partnership with the Public Employee Benefits Alliance (PEBA) to provide a new benefit option available to all FLC members, regardless if they are participating in the FLC Medical Plan.

Group Life Insurance Option - For All Member Groups

FLC is pleased to offer a Group Life Opportunity for all members. The group life plan helps provide employees and their families with a sense of security. Also, by combining FLC member groups into a shared pool, premiums may remain competitive with taxpayer dollars maximized.

PROGRAM HIGHLIGHTS

- Any Group Size Welcome
- 36 Month Rate Guarantee
- Age Reductions Begin at Age 70
(Many plans start at age 65)
- Competitive Employer Rates
- Optional Buy Up for Employee
 - Up to \$300,000 No Medical Questions Asked
- Optional Family Coverage Available for Employee Purchase
- Electronic Enrollment
- Employee Education and Enrollment Available
- Custom Quotes Available

Why Group Life Insurance?

- Ensuring your employees and their families are financially protected in the event of a loved one's death is an important way of caring for their needs.
- By offering an employer-paid group life program, you bring additional value to your benefit portfolio. You also help employees provide their families with a stronger sense of security.
- Florida League of Cities (FLC) is now offering all member groups the option to participate in group life, maximizing the group size to provide affordable and competitive premiums.
- Easy enrollment for employees and employer.

Get Started Today

The FLC is bringing the power of risk pooling to Florida municipalities. This new Group Life program is one more way the FLC provides solutions to the needs of our members. **To learn more about this great new program or to get a quote, please contact:**

Aaron Carper, FLC
407-489-2222
acarper@flcities.com

In Partnership with:

Public Employee Benefits Alliance

Distribution Partner:

 **American Fidelity
Assurance Company**

Our Family, Dedicated To Yours.™





FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ROBERT AARON CARPER

License Number : E038371

Resident Insurance License

Issue Date

●0220 - GENERAL LINES (PROP & CAS)

10/21/2004

●0215 - LIFE INCL VAR ANNUITY & HEALTH

08/22/2002

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>



Jeff Atwater
Chief Financial Officer
State of Florida

CITY OF ORLANDO

ECONOMIC DEVELOPMENT PERMITTING SERVICES

LOCAL BUSINESS TAX RECEIPT

(Formerly known as "Business License," changed per state law HB1286-2006)

Issued Date: 10/01/2016

Expiration Date: 09/30/2017

Business Name

FLORIDA LEAGUE OF CITIES INC
P O. Box 530065
ORLANDO, FL 32853

Business Type(s):

BUSOFF 9990 BUSINESS OFFICE

2016-2017



NOTICE-THIS RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH. 205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Case Number:

BUS0021708-001

Business Owner:

FLORIDA LEAGUE OF CITIES INC

Business Location:

125 E Colonial Dr

Fees:

Administration Fee

20.00

2017 Business Tax

820.32

Total Paid:

\$840.32

Scott Randolph, Tax Collector

Local Business Tax Receipt

Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2016

EXPIRES

9/30/2017

5000-0974117

5000 BUSINESS OFFICE

\$50.00

125

EMPLOYEE

TOTAL TAX
PREVIOUSLY PAID
TOTAL DUE

\$50.00
\$50.00
\$0.00

125 E COLONIAL DR
U - ORLANDO, 32801

PAID: \$50.00 0099-00754905 9/19/2016



SITTING MIKE EX DIRECTOR

FLORIDA LEAGUE OF CITIES INC
SITTING MIKE EX DIRECTOR
125 E COLONIAL DR
ORLANDO FL 32801-1201



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 3 Landmark Square, 4th Floor Stamford CT 06901-2515		CONTACT NAME: Rusty Briante PHONE (A/C, No, Ext): 203-658-0511 E-MAIL ADDRESS: rusty.briante@epicbrokers.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Indian Harbor Insurance Co	
		INSURER B: XL Specialty Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 79357056

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	☐ N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A B	E&O (*) D&O,EPL,FIDUCIARY (**)			ELU146161-16 ELU146160-16	10/1/2016 10/1/2016	10/1/2017 10/1/2017	LIMIT: LIMIT: \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- * Tie-In Limits Endorsement - with Financial Services Liability Policy ELU146160-16
- ** Tie-In Limits Endorsement - with Miscellaneous Professional Liability Policy ELU146161-16

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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KEY STAFF BIOGRAPHIES

Mr. Clay Austin

Assistant Director, Trust Services

Mr. Austin is the Assistant Director for the Trust Services Department of the Florida League of Cities. He is a graduate of Texas A&M University in College Station, TX. Clay joined the Florida League of Cities in 2007, acting as both the Group Health Account Executive and currently as the Director of Group Health. In his capacity as Director of the Florida Municipal Insurance Trust Group Health program he has headed the implementation of Hometown Health, the Florida League of Cities proprietary health promotions program and has overseen the continued compliance requirements and implications of the Affordable Care Act as it relates to municipal employer groups. This training has given Clay special knowledge of how the day to day changes in health care can affect a group health plan and some unique measures to help offset the financial impacts created by this changing environment. Clay has over 10 years of experience in the Independent Agency/Broker field in both Texas and Florida. He holds licenses for Life/ Health/Variable Annuity and General Lines Property/Casualty.

Mr. Aaron Carper

Account Executive—Health

Mr. Carper is the health account executive for the Department of Insurance and Financial Services of the Florida League of Cities. He earned his B.A. in International Business from Rollins College in Winter Park, Florida and his MBA from The University of Central Florida. Aaron began his benefits career with CNA Insurance and has specialized in marketing throughout the years; he currently holds the State of Florida Life, Health and Variable Annuities license. Aaron was involved in sports from a young age, still participating in a variety of activities today including bowling, golf and tennis. He and his wife, Teri, enjoy biking and running together.

Ms. Gwendolyn Knight, MS

Wellness Coordinator

Ms. Knight is a native Floridian, born and raised in Pensacola. She attended the University of West Florida where she earned a Bachelor's in Community Health and a Master of Science degree in Community Health Education. During her graduate program she specialized in Worksite Wellness and Health Promotion. Gwen has over 6 years of experience in health and wellness programming. She currently serves as a Wellness Coordinator for the league where she implements the "Hometown Health" program. Gwen is a Certified Health Education Specialist through the National Commission for Health Education Credentialing.



Florida League of Cities, Inc., Department of Insurance and Financial Services

125 East Colonial Drive, Orlando, FL 32801

Main: 407-425-9142 Toll Free: 800-445-6248 Fax: 407-425-9378

www.flcities.com/insurance

References

Jane Kniffen
Human Resources Director
City of Tarpon Springs
324 E Pine Street
Tarpon Springs Florida 34689
727-938-3711
jkniffen1@ci.tarpon-springs.fl.us
283 employees/Medical & Dental/03-01-2005

Casey Howard
Human Resources & Benefit Administrator
City of Winter Springs
1126 East State Road 434
Winter Springs Florida 32708
407-327-5962
choward@winterspringsfl.org
165 employees/Medical/10-01-2009



References

Suzanne Skidmore
Human Resources Specialist
City of Greenacres
5800 Melaluca Lane
Greenacres Florida 33463
561-642-2001
sskidmore@ci.greenacres.fl.us
166 employees/Medical & Dental/10-01-2002

Cheryl Berke
Human Resources Program Administrator
City of Cooper City
9090 SW 50th Place
Cooper City Florida 33329
954-434-4300 ext 238
cheryl@coopercityfl.org
108 Employees/Medical/10-01-2002

Jennifer Yarmitzky
Human Resources Generalist
City of North Lauderdale
701 SW 71st Avenue
North Lauderdale Florida 33068
954-724-7038
jyarmitzky@nlauderdale.org
127 Employees/Medical, Dental & Vision/10-01-2004



SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Vendor’s Acknowledgement Form
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- ☒ Form 9.6 – Affidavit of Anti-Collusion Form
- ☒ Form 9.7 – Authorized Signatures/Negotiators
- ☒ Form 9.8 – Vendor Application Form
- ☒ Form 9.9 – Local Business Affidavit of Eligibility
- ☒ W-9 Form
- ☐ N/A Cost/Fee Proposal (Inserted under Tab H of submitted Proposal)
- ☐ N/A Standard Fee Schedule (hours, rates or other fee schedule) for assigned personnel (under Tab H)
- ☒ Copy of Certificate of Insurance
- ☒ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: Florida Municipal Insurance Trust
Vendor



Authorized Signature

JANUARY 13, 2017

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Florida Municipal Insurance Trust

NAME OF BUSINESS

AUTHORIZED SIGNATURE

Aaron Carper, Account Executive

NAME, TITLE, TYPED

59-6984243

FEDERAL IDENTIFICATION #

STATE OF FLORIDA COUNTY OF ORANGE

301 S. Bronough St., STE 300

MAILING ADDRESS

Tallahassee, FL 32301

CITY, STATE & ZIP CODE

(407) 489-2222 / (407) 425-9378

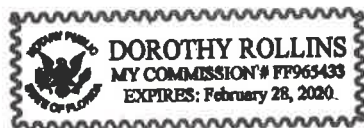
TELEPHONE NUMBER / FAX NUMBER

acarper@flcities.com

E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of January 13, 2017 by Aaron Carper, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:



Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Florida Municipal Insurance Trust

Name of Business

By: _____

Printed Name: Aaron Carper

Title: Account Executive

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 13th day of JANUARY, 2017, by
Aaron Carper _____, as Account Executive of _____

(NAME) (TITLE)
Florida Municipal Insurance Trust _____

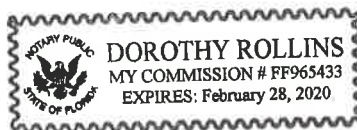
(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Dorothy Rollins
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Florida Municipal Insurance Trust

Name of Business

By: Aaron Carper

Printed Name: Aaron Carper

Title: Account Executive

STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 13th day of January, 2017, by
Aaron Carper, as Account Executive of

(NAME)
Florida Municipal Insurance Trust and who:
(TITLE)
(NAME OF ORGANIZATION)

[Notary: Please select one]

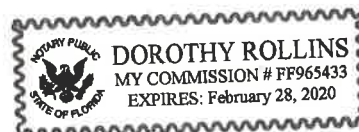
☒ is personally known to me; or

☐ has produced _____ as identification.

Dorothy Rollins

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Aaron Carper, who, being by me first duly sworn, made the following statement:

1. The business address of Florida Municipal Insurance Trust (name of Offeror or business) is 300 S. Bronough St., STE 300, Tallahassee, FL 32301.
2. My relationship to Florida Municipal Insurance Trust (name of Offeror or business) is Account Executive (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
- ~~7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Florida Municipal Insurance Trust

Name of Business

By: Aaron Carper

Printed Name: Aaron Carper

Title: Account Executive

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 13th day of January, 2017, by Aaron Carper, as Account Executive of Florida Municipal Insurance Trust and who:

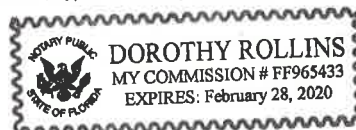
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dorothy Rollins
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM:

SIGNED BY:

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Aaron Carper

TITLE: Account Executive

ADDRESS: 300 S. Bronough St. STE 300

CITY: Tallahassee STATE: FL ZIP CODE: 32301

TELEPHONE: (407) 489-2222 FAX: (407) 425-9378

COMPLETION TIME: _____

F.E.I.N. NUMBER: 59-6984243

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	<u>Aaron Carper</u>	Title	<u>Account Executive</u>	Phone #	<u>(407) 489-2222</u>
	<u></u>		<u></u>		<u></u>
	<u></u>		<u></u>		<u></u>
	<u></u>		<u></u>		<u></u>



(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION



**City of Port Orange
Vendor Application**

City of Port Orange

Attn: Purchasing Division

(386) 506-5704

purchdiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: 01/13/2017

FIRM NAME: Florida Municipal Insurance Trust

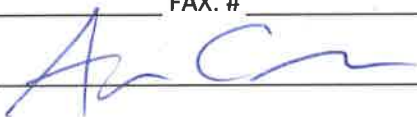
ADDRESS: 300 S. Bronough St., STE 300

CITY: Tallahassee STATE: FL ZIP CODE: 32301

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX. # _____

SIGNATURE PERSON FILING APPLICATION: 

PRINTED NAME: Aaron Carper

TITLE: Account Executive

FEDERAL I.D. (F.E.I.N.) # 59-6984243

E-MAIL ADDRESS: acarper@flcities.com

(Authorized Company Representative)

COMPANY STATUS:

INCORPORATED: ☐ Y ☒ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Individ. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

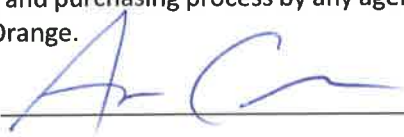
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form:  _____

Printed/Types Name: Aaron Carper Title: Account Executive

Commodity/Services _____

This document must be completed and returned with your Submittal

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FLORIDA MUNICIPAL INSURANCE TRUST FUND

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☒ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **3**
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
301 South Bronough Street, Suite 300

6 City, state, and ZIP code
Tallahassee, FL 32301

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number								
5	9	-	6	9	8	4	2	4
								3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Scott Hamilton* Date ▶ **2-23-15**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: Florida Municipal Insurance Trust

CONTACT PERSON/TITLE: Aaron Carper, Account Executive

MAILING ADDRESS: 300 S. Bronough St., STE 300

CITY-STATE-ZIP: Tallahassee, FL 32301

Length of Time at Address Provided: _____

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): 59-6984243

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☒ Other (Specify): Insurance Trust

PHONE NUMBER: (407) 489-2222

FAX: (407) 425-9378

EMAIL: acarper@flcities.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Aaron Carper who, after being sworn according to law, stated that he or she was authorized to represent Florida Municipal Insurance Trust and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.9 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Dorothy Rollins
SIGNATURE OF NOTARY PUBLIC

THIS 13th DAY OF January, 2017

My Commission Expires: February 28, 2020

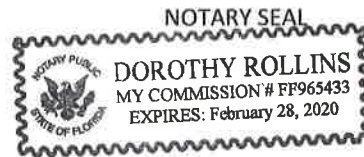
Aaron Carper 1/13/2017
SIGNATURE OF AFFIANT DATE

Aaron Carper, Account Executive

PRINTED NAME OF AFFIANT / TITLE

Florida Municipal Insurance Trust

COMPANY



This document must be completed and returned with your Submittal

RFP 17-16 INSURANCE BROKERAGE SERVICES COST/FEE PROPOSAL

(Complete, sign and date, and insert this document under Tab H in proposal)

Proposal Submitted by FLORIDA MUNICIPAL INSURANCE TRUST
(Name of Company/Entity)

INSURANCE BROKERAGE SERVICES COST/FEE PROPOSAL	
ANNUAL LUMP SUM DOLLAR AMOUNT FOR PROVISION OF SERVICES OUTLINED IN SECTION 3 – SCOPE OF SERVICES FOR RFP 17-16 INSURANCE BROKERAGE SERVICES	\$ <u>0.00</u>

Authorized Signature: 

Printed Name of Authorized Signer: Aaron Carper

E-Mail of Authorized Contact: acarper@flcities.com



Insurance Services
Global Resources — Client Focused

CLIENT FOCUSED
INTEGRITY DRIVEN
STRATEGIC PARTNERSHIPS

Proposal to: The City Of Port Orange

RFP# ρχζρφ Insurance Brokerage Services



Provided by:
Charles P. Cook
BB&T Insurance Services, Inc.
850 Concourse Pkwy S suite 200, Maitland, FL 32751

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Exhibits

Exhibit A - Different Types of Funding

Exhibit B - Resumes

Exhibit C – Licenses, Insurance Certificates

Exhibit D – Financial Statements

LETTER OF INTEREST

January 11, 2017

Ms Diana M. Fye, CPPB, Purchasing Manager
City of Port Orange – City Clerks Office
Port Orange City Hall
1000 City Center Circle
Port Orange, FL 32129

Dear Ms. Fye,

BB&T Insurance Services is committed to performing the work outlined as stated in the following pages in our Response to the RFP No. 17-16 Insurance Brokerage Services.

We seek to enter into a long-term partnership with the City to work in conjunction with the City to negotiate, implement, and service all of the contractual arrangements for its benefits programs.

The J. Rolfe Davis Insurance Agency was established in 1942 by the former Mayor of Orlando. J. Rolfe Davis is a local business that has grown over the last 70 years. In 2008, J. Rolfe Davis was acquired by BB&T Insurance Services and is now part of the 6th largest national brokerage in the United States and 7th largest internationally. BB&T Insurance Services is a wholly owned subsidiary of BB&T Corporation. BB&T Insurance Services operates more than 100 insurance agencies in North Carolina, Virginia, Georgia, South Carolina, Maryland, West Virginia, Tennessee, Florida, Kentucky and California.

BB&T has been providing benefits consulting services since the 1950's. This has evolved as the complexity of the types of benefit plans, funding methods and compliance requirements have expanded. The employee benefits division has grown to over 30 employees and has multiple teams providing consulting in the areas of negotiation, claims analysis, enrollment, communication, technology, claims support and various other services related to employee benefits. Overall premium volume is over \$24 million monthly, or more than \$288 million per year in the Orlando location alone.

While the enclosed responses identify in detail our services and capabilities, our continuous focus will be in the following areas:

1. Identify and articulate the City's employee benefits strategies, goals and objectives to the vendor community
2. Provide a specialized experienced team including but not limited to Consultants, Account Managers, Assistant Account Managers, Benefit Specialists, Technical Support Manager, Technical Support Specialist, Senior Manager for Client Education, and Graphic Designer
3. Ensure all contractual agreements and services provided are negotiated in the best interest of the City and performed as agreed upon

4. Provide guidance regarding industry norms, best practices and benchmarks while understanding, identifying and meeting the specific needs of the City
5. Proactively identify and address any issues, potential issues, pitfalls or problems with the benefit carriers
6. Negotiate performance standards guarantees with penalties for nonperformance that are in the best interest of the City
7. Leverage our extensive expertise in the areas of underwriting, self-funding benefits, and wellness claims analysis to maximize the impact of dollars spent by the City for its employee benefits programs
8. Provide budget projections based upon available data from benefit vendors; update projections quarterly based on emerging trends and ongoing updated vendor information
9. Provide a comprehensive team to work in tandem with the City to meet all requests and exceed the City's expectations

This team will include:

Charles Cook, SVP, Director of Sales, Senior Benefits Consultant
Kevin Vitale, ChFC, CLU, President of JT Worth Consultants
Robin Bennett, Account Manager
Nancy Boyer, Assistant Account Manager
Amy Kimberlin, AIAM, Benefits Specialist Supervisor, Senior Benefits Specialist
Priscilla Haynes, Benefits Specialist, Assistant to VP
Angela Neely, VP, SPHR, SHRM-SCP, Senior Manager Client Education
Michelle Howe, Education and Analytics Manager
Latonia Eldridge, AVP Technical Resource Manager
Jennifer Dalrymple, AIAM, Client Educational Specialist
Susanne Toole, Graphic Design Specialist

10. Make available all of the BB&T technological resources to the City including:
 - Provide ongoing proactive support and education in the areas of human resource and benefits compliance

BB&T Insurance Services is very pleased to be offered the opportunity to work with City of Port Orange in the capacity of Employee Benefits Consultant. We are confident that our expertise and service platform will exceed the City's expectations.

Sincerely,



Charles P. Cook

Vice President, BB&T Insurance Services



850 Concourse Parkway South Suite 200, Maitland, Florida 32751
Tel 407.691.9600 Fax 888.635.4184 Email cpcook@bbandt.com

TAB A - COMPANY HISTORY, QUALIFICATIONS, ABILITY AND CAPACITY

1. COMPANY BACKGROUND/HISTORY and relevant experience that qualifies Offeror to provide the services described in this solicitation.

Experience of Firm

The J. Rolfe Davis Insurance Agency was established in 1942 by the former Mayor of Orlando. J. Rolfe Davis is a local business that has grown over the last 70 years. In 2008, J. Rolfe Davis was acquired by BB&T Insurance Services and is now part of the 6th largest national brokerage in the United States and 7th largest internationally. BB&T Insurance Services is a wholly owned subsidiary of BB&T Corporation. BB&T Insurance Services operates more than 100 insurance agencies in North Carolina, Virginia, Georgia, South Carolina, Maryland, West Virginia, Tennessee, Florida, Kentucky and California.

Our philosophy is client-focused. We work closely to identify and meet the needs of our clients. While we will always provide prompt responses to any request, we believe that it is our job to be *proactive* with our clients and keep them abreast of what needs to happen in the benefits/insurance arena as well as within the ever-changing world of health care reform. We continue educating ourselves and are experts in these areas. We believe our clients should be able to rely on us for guidance and support. We view ourselves as an extension of the client and work in strong partnership to achieve the desired results.

From a management perspective, BB&T Insurance Services believes in decentralized management. The decision-making process under the leadership of Billy Palmer, Managing Director, is very similar to that under the leadership of the Chief Executive Officer prior to the acquisition. Decisions can be made and action taken quickly to address client needs. BB&T's philosophy is to empower its divisions to provide the "perfect client experience." BB&T's management in North Carolina has demonstrated complete support for J. Rolfe Davis since the acquisition. Our team members are empowered to make decisions and take action to promptly address the needs of our clients.

BB&T Insurance Service will provide you with the most comprehensive services to meet your unique goals and needs. We are excited about the opportunity to work with the City of St. Petersburg to

provide Insurance Brokerage Services. We are confident that our expertise and service platform will exceed the City's expectations.

2. Description of the firms size, (premium volume and number of staff) and presence in total and as it operates in the Central Florida area:

BB&T Insurance Services has been providing benefits consulting services since the 1950's. This has evolved as the complexity of the types of benefit plans, funding methods and compliance requirements have expanded. The employee benefits division has grown to over 30 employees and has multiple teams providing consulting in the areas of negotiation, claims analysis, enrollment, communication, technology, claims support and various other services related to employee benefits. Overall premium volume is over \$24 million monthly, or more than \$288 million per year in the Orlando location alone. For more information on Financial Earnings as a whole within BB&T, please visit www.bbt.com. As a publicly-traded company, all Financial Earnings information is disclosed and available online.

3. Provide a list of all present and Past Public Sector Clients in the State of Florida:

Presently, we service the following Public Sector clients in the State of Florida:

- Monroe County School District
- Valencia College
- City of Tallahassee
- Greater Orlando Aviation Authority
- Orlando Utilities Commission

4. List the Insurance Markets and carriers the firm can access locally as well as nationally:

BB&T is contracted with all major insurance companies and can present a vast array of competitive proposals and alternatives. Each carrier BB&T Insurance Services contracts with goes through a thorough application process and must remain an "A" or higher financially rated insurance carrier (as rated by A.M. Best) in order to remain an approved carrier.

BB&T Insurance Services has the resources, clout and worldwide capabilities of a national broker while maintaining the flexibility and customization of a regional agency. We have developed and

maintained extremely strong relationships with the major national carriers including: United HealthCare, CIGNA, Aetna and Blue Cross Blue Shield.

BB&T Insurance Services takes our carrier relationships to an even higher level on a national basis.

5. Description of the firm's national networks and contacts;

BB&T is contracted with all major insurance companies and can present a vast array of competitive proposals and alternatives. Each carrier BB&T Insurance Services contracts with goes through a thorough application process and must remain an "A" or higher financially rated insurance carrier (as rated by A.M. Best) in order to remain an approved carrier.

BB&T has the resources, clout and worldwide capabilities of a national broker while maintaining the flexibility and customization of a regional agency. We have developed and maintained extremely strong relationships with the major national carriers including United HealthCare, CIGNA, Aetna and Blue Cross Blue Shield. BB&T Insurance Services takes our carrier relationships to an even higher level on a national basis.

The strength of our relationships is based partly on the size of our business relationships but also on our reputation. BB&T Insurance was one of United's Top 6 brokers nationally prior to the acquisition by BB&T. As part of BB&T, JRD expanded an already strong relationship. Our ethics and reputation for excellence have earned invitations to numerous broker advisory councils with the major national carriers.

6. List special experiences of the firm in placing insurance coverages for a medium size city or similar experience in the private sector; and

Charles Cook and his team have extensive expertise in the areas of self-funded medical, dental, and short-term disability plans and fully insured life, ad&d, long-term disability, voluntary life, Employee Assistance plan and Flexible Spending Account plans. Medical plans have included all types of plans including HMOs, PPOs, POS plans, Health Reimbursement Arrangements and Health Savings Accounts. There are multiple types of partially self-funded or self-funded programs that may involve bringing together multiple vendors. These include partially self-funded, minimum premium, shared savings, "level funded" and other unique arrangements. While approximately 50% of Charles Cook's client base is self-funded, no two programs are exactly alike and each have unique arrangements.

While these types of programs can make sense for many employers, the development, implementation and maintenance is critical.

Exhibit A provides an overview of the different types of funding available.

We have conducted numerous stop loss analyses both to obtain proposals and to determine the most appropriate stop loss level given historical claims. We currently have clients with a broad range of stop loss levels including some clients who have “shared” or “aggregating” specific levels. One of the most important aspects of comparing stop loss carriers is to understand the method and timing of reimbursements. We have had third party stop loss coverage in place in the past and continue to use the 3rd party stop loss market for evaluating proposals.

There are multiple items to consider when selecting a stop loss vendor and putting this coverage in place.

The following is an example of a self-funded employer whom we transitioned from a TPA to an ASO arrangement:

Our new client’s employee population had increased exponentially in a short period of time. During this time, they were self-funded with a local third party administrator (TPA) with third party stop loss without representation by a consultant or broker. Historically, the client’s buying decisions were made through the finance department without input from the human resources department. We educated the client about the poor discounts, lack of managed care, insufficient data, etc. associated with their current arrangement. We made projections for future fixed and claims costs based on the potential different providers. We made it clear to the client that we would create expectations for carriers to provide guarantees on the discounts and cost-control measures on which they could deliver.

We created an RFP that would fully expose all of the discounting and managed care capabilities of potential providers. Our goal was to provide a streamlined yet comprehensive RFP that would neither delay the process nor cause carriers not to participate.

For this particular client, the definition of success was two-fold:

1. From the finance perspective, long-term cost control was vital. This was especially true since the group would be paying almost twice as much in administrative costs with a major carrier (ASO) as they had been paying with a small local TPA. However, the fixed costs were only a small component of the overall costs. The claim discounts and additional managed care would be reflected in the claims costs. In the first two months, paid claims were unusually low as a result of the immaturity of those claim months (and because of some banking implementation delays). Since the major carrier paid claims almost 55 days faster than the TPA, the client had concerns with the catch-up and maturity in the third month.

The seemingly large amount of paid claims (cashed checks) in the third month coupled with the final run out from the previous TPA prompted concern from management about the decision to leave the arrangement with the TPA. BB&T took this opportunity to completely analyze the activity to date and to help the client validate their decision. **This initiated monthly meetings to review claim data under six different run-in and discount scenarios with year-end projections for best and worst case scenarios.** Within days, the client was comfortable that the carrier was performing as expected. These monthly meetings were perfect for evaluating performance and strategically planning for the future. The finance division deemed the entire project a success.

2. From a human resource perspective, improving benefits, providing a smooth transition and achieving employee satisfaction were the measures for success. Interestingly, the benefits that were in place with the incumbent TPA were substandard to market norms. The group was actually able to improve benefits while taking advantage of the discounts/managed care and lower costs.

A large part of the success of the RFP process was initiating and concluding the process in a timely manner so a decision could be made well in advance of the effective date. This enabled the group and BB&T to plan for and conduct enrollment meetings at the group's twelve locations across the country. The new plans and networks were received extremely well. Eligibility was transmitted smoothly and ID cards were mailed in advance of the effective date.

7. Additional services offered by the firm that are not listed in this RFP but may be of interest to the City.
 1. Conduct an Employee Benefits Survey with similar size Cities, Educational Institutions and Private Employer groups in Central Florida. The survey will compare benefit designs, member contribution percentages, member out-of-pocket costs, internal funding methods, wellness, etc.
 2. Provide a Technical Resource who evaluates and compares online benefits administration technology, coordinates customized benefit statements for clients as needed, and conducts employee satisfaction surveys.

Additional Information

BB&T owns Stanley, Hunt, Dupree & Rhine (SHDR), advisors who are well-suited to provide our clients with pension actuarial services, support self-funded actuarial services and provide ERISA fulfillment. This serves as an enhancement. Charles Cook has expertise in the areas of claims analysis, budgeting, renewal projection and long-term strategic and financial planning.

We advise our clients of the requirements in this area and will provide reminders at open enrollment and during the year as to how they need to stay in compliance with these laws. This includes obtaining all schedule A's for 5500 filings as applicable. With the contract for the City, we will contract with SHDR to provide notice fulfillment and non-discrimination testing.

TAB B Qualifications and Abilities of Professional Personnel

Provide a Resume for each account executive and support staff designated team member assigned to this account including the following:

1. Description of those individual's educational background indicating specific steps taken to remain current with trends in the insurance industry;

Charles Cook has been with BB&T Insurance Services since October 16, 1989. His education includes a Bachelor's degree in Rehabilitation Counseling and a Master's degree in Public Administration from the Florida State University. Prior to joining BB&T Insurance Services, Charles worked on a successful statewide political campaign and then a successful congressional campaign that elected the first Cuban-American to Congress.

In addition to Charles Cook, your partnership would include Kevin Vitale, President of JT Worthy Consultants. With almost three decades of experience, J.T. Worthy Consultants is uniquely positioned to provide the City with all the necessary resources and intellectual capital required to deliver the right solutions. With JT Worthy Consultants, the City is guaranteed to receive the most competitive rates through our relationships with dozens of leading insurance carriers. Together, we can provide your business with the most competitive models, using your claim history to measure a plan's risk, cost and performance. Resumes are included in **Exhibit B** of this proposal.

2. Description of individual's work experience including all past employment and number of years as an agent/broker in the insurance field. Also indicate length of time with your firm and in their current position

After joining BB&T Insurance Services in 1989 as a Benefits Consultant, Charles had the opportunity to attend the Travelers group insurance school in Hartford, Connecticut to receive underwriting and insurance training. He has been working with clients to address all the areas of service requested in this RFP since that time. His focus has been on large employers – both fully insured and self-funded. His primary areas of focus have been on financial analysis, negotiation, strategic planning, benchmarking and compliance.

Since 1990, Kevin has served clients through the firm he founded -- J.T. Worthy Consultants. He is distinguished in providing niche medical plan designs, funding arrangements with stop-loss, along with many of the ancillary insurance products used in employee benefits. Kevin's expertise in these areas are unmatched. The earlier part of his career was working for a major insurance carrier as Officer in Advanced Sales/Large Markets. In that role his responsibilities included Products, Systems and Sales development on a national basis. Kevin's strength is in helping clients develop and execute a formal health care philosophy that not only enhances the organization's commitment to workforce health and wellness but also translates into greater consumerism, wellness and extraordinary cost reductions and control.

The team of J.T. Worthy Consultants and BB&T Insurance Service provides you with the most comprehensive set of best-of-breed services to meet your unique goals and needs. We are excited about the opportunity to work with the City of Port Orange in the capacity of Employee Benefits Consultant. We are confident that our expertise and service platform will exceed the City's expectations.

3. Description of individual's personal knowledge of insurance markets, specifically health and dental for Florida local governments;

Charles Cook's training and expertise in underwriting places him in a unique position to negotiate with both incumbent and potential carriers. He has worked in this market for 23 years, but has experience working in multiple markets throughout the country. Below is a specific example of a successful negotiation:

A prospective client had been with a national broker for several years. The employer was concerned about changing consultants prior to the renewal being received. In this dual option scenario, the carrier had proposed a 6.36% increase for the HMO (from the rates in force) and a 31.64% increase for the PPO or a composite increase of 15.59%. Following a thorough review of the carrier's renewal formula and methodology, BB&T offered arguments and alternative methodology that would produce a *reduction* of 3.62% on the HMO and an increase of 5.54% on the PPO or a composite increase of 7/10ths of one percent. The final renewal including a competitive RFP process was a *reduction* of 4% with a savings of \$690,000 over the original

renewal with better benefits. Understanding underwriting methodology gives BB&T a distinct advantage in negotiating with carriers on both a fully insured and a self-funded basis. This expertise is critical in the self-funded arena for appropriately setting expected claims and negotiating appropriate aggregate levels.

BB&T will solicit and negotiate premiums, renewal rates, service, benefit levels, plan design, special terms and conditions, etc. with carriers and providers for benefit plans in coordination with the City's Human Resources staff. BB&T will also initiate all contract renewals. An annual timeline will be developed in conjunction with the City so that the renewal process flows smoothly and is built into the ongoing strategic plan. While the renewal/forecasting projections should alleviate or minimize any surprises in the costs, it is critical that all renewals be provided well in advance so that decisions can be made, communication strategies developed and education conducted insuring benefits can be communicated in the most effective and positive manner to employees.

Our goal is to provide a streamlined yet comprehensive Request for Proposal to the insurance marketplace that will neither delay the process nor cause carriers not to participate. Major carriers are able to respond in the allotted time with minimal requests for additional information. Our initial presentation to the client is prepared with fully-insured and self-funded alternatives. Finalists are selected based on the client's objectives. The follow-up with the finalists includes in-depth analysis of their cost controls, performance guarantees, and managed care capabilities. As part of the due diligence process, significant resource and analysis is done regarding the practice and day-to-day impact of these cost controls on employees and future healthcare costs. Further analysis will be completed regarding the logistics of the implementation. Guarantees are negotiated regarding timeliness of enrollment, ID cards, summary plan descriptions, etc.

We will bring our skills in negotiation and data analysis to the City to project future costs and negotiate the best possible terms for both controlling costs and benefits. Additionally, we will make recommendations following the RFP process. We will develop a long-term proactive strategy with the City for education, wellness, benefit design and cost control.

4. Description of the firm's resources available for knowledge in the following but not limited to areas, PPACA, COBRA, HIPAA, FSA, Section 125, Cafeteria Plans, and HDHP/H.S.A; and

With the regulations constantly changing, employee benefit plan compliance is a growing area need for all employers. Angie Vitale is our local lead resource to provide notification through weekly newsletters, in-person seminars, weekly webinars presented by attorneys at Ogletree, Deakins, Nash, Smoak & Stewart, P.C., as well as through client-specific one-on-one meetings regarding changes to legislation and regulations. We provide our clients with access to our BB&T Resource Net™ (including HR360™), an online portal for human resource professionals that provides central communications on a range of human resource topics.

Angie Vitale will provide notification through weekly newsletters, roundtables, seminars, as well as through client-specific compliance review meetings regarding changes to legislation and carrier policies and procedures. This has become increasingly complex over the last six years as carriers have varying interpretations of certain PPACA requirements. We work with each carrier and client to make sure that legislative changes are appropriately interpreted and implemented. Charles Cook served on the national task force of the Independent Insurance Agents and Brokers Association in the year leading up to the passage of the Accountable Care Act. Both he and Angie serve on the BB&T national health care reform task force. Angie is past chairman of the health care reform task force for the Florida Association of Insurance Agents. Both are regular presenters to industry groups on the evolution of and compliance with Health Care Reform. BB&T Insurance Services holds educational seminars with invited guest speakers from different backgrounds who speak on topics important to our clients' professional education. On most occasions, these will include the opportunity for clients to earn HR continuing education credits.

5. Description of the firm's legal resources associated with employee benefits.

BB&T Insurance Services has a human resources consulting firm and an ERISA attorney on retainer. BB&T Insurance Services also has a corporate Compliance department with internal legal team to keep clients abreast of regulatory requirements.

BB&T Insurance Services has extensive experience and expertise in the area of health care reform.

BB&T Insurance Services provides education throughout the year – both in-person client seminars and monthly webinars hosted by Ogletree Deakins (generally four per month). Additionally, we provide a weekly email publication with news clips on employee benefit issues currently affecting our clients and contain information in the areas of changes occurring in employee benefits, health care reform and human resources. We meet with our clients one-on-one and conduct in-depth compliance reviews of their welfare benefit plans to ensure clients are in compliance, limiting and/or eliminating liability and exposure to risk.

Team Members

One of the keys to our success is that we serve our clients with a “team approach.” Each team member has different areas of expertise. Our unique team structure includes many individuals who can step in to back up any team member as needed. No matter who is serving the City, you can be assured that everyone works together seamlessly to execute BB&T’s “Perfect Client Experience.” The key members of the team proposing to serve the City have worked together successfully for many years. They will bring a wealth of insurance, benefits, financial, underwriting and human resource experience to the City.

The team who would provide benefits consulting services to the City is shown below:

Charles P. Cook
Vice President &
Benefits Consultant
407.691.9802
cpcook@bbandt.com

Kevin Vitale, ChFC, CLU
Pres., JT Worthy Consulting
850.201.7148
kvitale@jtworthy.com

Robin Bennett
Account Manager
407.691.9852
rbennett@bbandt.com

Amy Kimberlin, AIAM
Senior Benefits Specialist
407.691.9842
akimberlin@bbandt.com

**Angie Vitale, SPHR,
SHRM-SCP**
Vice President, Senior Manager
Client Education
407.691.9801
avitale@bbandt.com

Nancy Boyer
Asst. Account Manager
407.691.9878
nboyer@bbandt.com

Priscilla Haynes
Benefits Specialist
407.691.9872
phaynes@bbandt.com

Michelle Howe
Education & Data Analytics Mgr
407.691.9520
mhowe@bbandt.com

Latonia Eldridge
Assistant Vice President
Technical Resource Mgr
407.691.9837
leldridge@bbandt.com

Susanne Toole
Graphic Designer
407.691.9843
Susanne.toole@bbandt.com

Jennifer Dalrymple
Client Education Specialist
407.691.9875
jdalrymple@bbandt.com

These individuals would serve on the ongoing team for the City. The primary roles and responsibilities of the individuals listed above are:

1. Charles Cook, Director of Sales, Sr Vice President & Senior Benefits Consultant: Charles is the Team Leader. Charles oversees the team shown above in the ongoing fulfillment of all services pledged to the City.
2. Kevin Vitale: President, JT Worthy Consultants: Kevin is the secondary Consultant and will work with Charles in the ongoing fulfillment of all services pledged to the City.
3. Robin Bennett, Account Manager: Robin serves as Account Manager and would work with the City all year to ensure all services related to account management, billing, claims, administrative issues with carriers are being met. Robin would also proof and review any contracts for benefits errors or issues.
4. Nancy Boyer, Assistant Account Manager: Nancy serves as back-up for account management and works on individual claims and billing issues. Part of Nancy's role is to be in the office to provide immediate access to the City and its employees to contact someone who can help when needed.
5. Amy Kimberlin, AIAM, Senior Benefits Specialist: Amy oversees all aspects of renewal, marketing and the Request for Proposal processes. Amy will coordinate implementation once renewal decisions are made. She works with the Account Manager to create and produce all needed educational/promotional materials for employees (including open enrollment brochures and health and wellness educational materials).
6. Priscilla Haynes, Benefits Specialist: Priscilla serves as back-up for Amy Kimberlin. Priscilla also assists the Senior Benefits Consultant as needed as an administrative assistant. She coordinates in-person meetings, conference calls and lunches as needed.
7. Susanne Toole, Graphic Specialist: Susanne designs marketing materials and assists with special design projects as needed. Susanne is involved in developing employee materials and communication.
8. Angie Vitale, SPHR, SHRM-SCP, Vice President & Senior Manager Client Education: Angie provides guidance and research on compliance issues, updates clients on any legislative changes pertinent to their business, publishes weekly legislative updates, coordinates all client seminars and provides both proactive and reactive guidance to our clients in areas such as COBRA, HIPAA, Medicare Part D, ERBP and PPACA. Angie coordinates with our internal compliance and ERISA attorneys as well as outside counsel when appropriate to address benefits-related legal matters.

9. Jennifer Dalrymple, AIAM, Client Educational Specialist: Jennifer researches and advises clients on legal and compliance issues including FMLA, ADA, COBRA, Cafeteria plans, etc. She services clients in areas of COBRA (administratively, technically) at renewal as she coordinates between the client and BB&T Insurance Services's COBRA vendor partners. She also assists with and trains clients on the vendor partners' websites as needed.
10. Latonia Eldridge, Asst. Vice President & Technical Resource Manager: Latonia leads the Technical Resource team, provides leadership and oversight for online technology, and coordinates customized benefit statements for clients as needed. She also conducts employee satisfaction surveys.
11. Michelle Howe, Education & Analytics Manager: Michelle serves on our compliance team as well as coordinates and provides claims analytics for our clients. Given her extensive background in these areas as well as in account management, she has been added to the team for the City to serve a dual role in claims analytics and as back-up for the lead account manager for the City.

Kevin and Charles would share the following responsibilities to ensure these services below are continually met:

- a. Analyze the insurance needs of the City and provide written recommendations for changes where appropriate or dictated by changing market conditions and laws. Evaluate and compare National & Local Employee Benefit Surveys within local areas and State of Florida.
- b. Recommend innovative & superior comprehensive benefits which balance organizational needs for cost containment with the necessities of workforce recruitment and retention.
- c. Recommend funding alternatives which are most cost effective, while reducing the City's exposure to risk and control abnormally large & unexpected paid claims/costs during the year.
- d. Deliver risk identification, risk exposures, insurance placement, written analysis and recommendations plans.
- e. Prepare in consultation with City staff, or on behalf of the City where appropriate, solicitations for bidding various lines of insurance, wellness plans, etc.. Review and compare competitive proposals and make recommendations to the City.
- f. Negotiate renewal rates with current carriers and/or market group coverage to competing carriers.

- g. Monitor performance of all plans and give quarterly reports to the City's administrative staff.
- h. Proactively suggest products and services that would better serve the needs of the City.
- i. Develop and assist in the implementation of new insurance plans and employee benefit programs when needed. Represent the City as requested in communications with all underwriters, claims adjusters, claimants or other interested parties.
- j. Act as liaison between benefit providers. Advise the City on insurance trends, insurance market conditions, financial stability of any insurance companies writing policies for the City, or any other items having the potential to materially impact any insurance coverages carried by or claims processing services provided to the City.

Resumes for all team members assigned to the City are included as **Exhibit B**.

TAB C - Location and Accessibility:

Provide the name, office location and resume of academic training and employment of the Account Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following:

Charles P. Cook – 850 Concourse Parkway, Suite #200 Maitland, FL (resumes included in Exhibit B)

1. Number of accounts for which the Account Executive is responsible;

26 accounts total

2. How the City's account would compare in size and scope to other clients of the agent/broker:

City of Port Orange would be similar in comparison to about 40% of Charles' accounts comparing employee count.

3. Steps the Account Executive or the firm will take to assure that proper attention will be given to the City's account as your book of business grows; and

Charles Cook and Kevin Vitale will serve as the employee benefits consultants on this account.

They will personally work with the City of Port Orange and Kevin Vitale will maintain this account as one of his primary accounts in our portfolio. Kevin will be one of your main points of contact throughout the term of the contract and will personally work on this account throughout the year, along with Charles Cook and the other team members.

4. Describe what access will be made available to administrators and to employees. Outline the response process and the timeframe for addressing needs and/or concerns of the City's administration and/or the City's employees.

First level –

- a. Insurance carrier's Customer Services Team – immediate access and dedicated to serve your employee's needs
- b. Nancy Boyer, Assistant Account Manager: provide immediate access to the City and its employees. Serves as additional resource for the account and works on individual claims and billing issues with insurance carrier's customer service team.

Second level –

- a. Insurance carrier's Account Manager & Group Representative – works with The City of Port Orange's administrators & on complex items which may arise with the employees. Access within 24 hours.
- b. Robin Bennett, Account Manager: works with the City all year to ensure all services related to account management, billing, claims, administrative issues with carriers are being met. Access within 24 hours
- c. Charles Cook and Kevin Vitale will serve as the Employee Benefits Consultants and provide immediate access to the City of Port Orange's administrators. They will work directly with the account managers & group representative in order to expedite resolution.

Third level –

- a. Mr. Cook & Mr. Vitale will help negotiate & implement Service & Performance Guarantee Agreements with the insurance carriers on behalf of the City.

5. Provide timeframe for staff response to any City inquiries.

BB&T Insurance Services is staffed Monday – Friday 8:00 am to 5:00 pm. In most instances Nancy Boyer will be available for immediate response to questions. If Nancy is unavailable we have suitable backup in our office to handle staff questions. Robin Bennett is the Account Manager, her response time is within 24 hours, again we have a fully staffed Employee Benefits Department and should Robin be unavailable, we have other staff members who could address any issues.

TAB D - Licenses/Insurance:

1. Include a copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active.":

Included in proposal as Exhibit C.

2. Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.

Included in proposal as Exhibit C.

3. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. The City of Port Orange does not need to be named as a certificate holder for purposes of submitting a proposal to this RFP. However, upon recommendation of award of contract for this RFP, the selected Vendor will be required to submit an official ACORD Form naming the City of Port Orange as a Certificate Holder.

Included in proposal as Exhibit C.

TAB E - Financial Stability/Litigation and Debarment History:

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

Included in proposal as Exhibit D.

- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

There is no ongoing or past litigation against the company, so no information is available to be supplied. As a publicly traded company, financial statements are available online at bbt.com and are also included as Exhibit D.

This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.

- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.

There is no ongoing or past litigation against the company, so no information is available to be supplied. As a publicly traded company, financial statements are available online at bbt.com and are also included as Exhibit D.

This shall include any debarment actions against your company by the City or other public entity.

- Respondent must indicate whether any contract awarded by another government agency has been terminated in default of convenience.

There is no ongoing or past litigation against the company, so no information is available to be supplied. As a publicly traded company, financial statements are available online at bbt.com and are also included as Exhibit D.

- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

There is no ongoing or past litigation against the company, so no information is available to be supplied. As a publicly traded company, financial statements are available online at bbt.com and are also included as Exhibit D.

TAB F - Client References for Similar Projects:

- Provide a minimum of three (3) and a maximum of five (5) Client References having achieved positive results due to the Account Executive's evaluation of their insurance needs within the last two (2) consecutive years within the past five (5) years for the services described in this RFP.
- Provide a list of at least three (3) client references (including contact information) for which the services requested in this RFP have been provided for at least two (2) consecutive years within the past five (5) years.
- References must Include the names and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

***The information provided under this tab must be current and the City must be able to contact references for verification as part of the evaluation process.**

References

Orlando Utilities Commission – Active Client

3800 Gardenia Avenue, Orlando, Florida 32839

German Romero, Director of Human Resources

Telephone: 407.434.2018

This client has been with BB&T Insurance Services Insurance for more than 25 years and has been a client of Charles Cook's for more than 20 years. BB&T Insurance Services Insurance and Charles Cook provide Benefits Consulting services to the Orlando Utilities Commission. Specifically, BB&T Insurance Services:

1. Provides renewal and budget projections.
2. Provides benchmarking information on benefits, contributions, and best practices.
3. Provides ongoing education and updates on the evolution of Consumer Driven Healthcare and Health Care Reform.
4. Negotiates administrative fees and stop loss premiums for the self-funded medical and dental plans.
5. Develops and coordinates RFCPs for the various lines of coverage as needed. These have included RFCPs for stop loss coverage for medical, dental, life, ad&d, short-term disability, long-term disability, Flexible Spending Accounts, Pharmaceutical Benefit Managers (PBM) and consumer/voluntary benefits.
6. Negotiates the fees and discounts for the PBM contract.

7. Oversees renewal process and negotiation for the above-referenced lines of coverage.
8. Develops COBRA rates and contribution analyses.
9. Conducts claim and financial analyses for the different covered populations – active employees, retirees under age 65 and retirees under age 65 and retirees over age 65.
10. Provides guidance for compliance in the areas of HIPAA, Medicare Part D and ERRP.
11. Works extensively in coordinating the filing requirements for the Medicare Park D subsidy.
12. Provides ongoing support as needed.

OUC is a current client. Charles Cook, DeAna Mullins-Gudino, Angie Vitale, Nancy Boyer and Amy Kimberlin are actively involved in providing services to this client and will be actively involved in providing services to the City.

Greater Orlando Aviation Authority (Orlando International Airport) – Active Client

5855 Cargo Road, Orlando, Florida 32801

Denise Andrews, Human Resources Manager

Telephone 407.825.3765

This client has been with BB&T Insurance Services Insurance (and Charles Cook) since 2007. The first contract period award was for a period of three years with an addition two years renewal. GOAA just went out to bid and selected BB&T Insurance Services Insurance for another term last month. We are very excited and honored to continue our relationship with the Authority in the capacity of Employee Benefits Consultant. Charles Cook and the entire team are actively involved in servicing this client and would be actively involved servicing the City. The services provided are similar to those provided to Orlando Utilities Commission.

OUC is a current client. Charles Cook, DeAna Mullins-Gudino, Angie Vitale, Nancy Boyer and Amy Kimberlin are actively involved in providing services to this client and will be actively involved in providing services to the City.

CNL Financial Group – Active Client

450 S. Orange Avenue, Orlando, Florida 32801

Lisa Schultz, Chief Human Capital Officer

Telephone 407.650.1223

This client has been with BB&T Insurance Services Insurance (and Charles Cook) since 2002. Charles provides Benefits Consulting services to this client. Charles Cook and the entire team are actively involved in servicing this client and would be actively involved servicing the City. The services provided are similar to those provided to Orlando Utilities Commission. Additionally, BB&T Insurance Services provides outsourcing services that include: conducting ongoing benefit orientations for new hires, managing eligibility with all carriers and overseeing the application/approval processes for voluntary coverages.

While CNL Financial Group has been self-funded since the time that Charles began working with them, this client transitioned from being fully-insured to being self-funded two years ago. This decision followed a thorough retrospective review of the funding alternatives. BB&T conducted several reviews. For clients who make this transition, there is a client-specific strategy for developing appropriate funding levels, budgets and reserve accruals.

Charles Cook, Debbie Harper, Nancy Boyer, Angie Vitale, Latonia Eldridge, Jennifer Dalrymple, Susanne Toole, Robin Bennett (who works with CNL as BB&T Insurance Services's Outsourcing Coordinator) and Amy Kimberlin are actively involved in providing services to the client and would be actively involved servicing the City.

Massey Services – Active Client

610 North Wymore Road, Maitland, Florida 32757

Jean Nowry, Vice President, Corporate Services Officer

Telephone 407.645.2500

This client has been with BB&T Insurance Services Insurance (and Charles Cook) since 1995. Charles Cook and the entire team are actively involved in providing Benefits Consulting services to this client and would be actively involved in servicing the City. Massey Services was BB&T Insurance Services's first client to implement a Health Reimbursement Arrangement. This was a strategy that BB&T Insurance Services developed with Massey Services over ten years ago before the term Health Reimbursement Arrangement was coined. This is an indication of BB&T Insurance Services's commitment to exploring all potential solutions and strategies to meet our clients' needs.

In addition to providing funding analyses for this client, we have also conducted a feasibility study to determine the viability of opening an onsite clinic. Following this analysis, we conducted an RFP, selected finalists and made visit to existing clinics. We have completed the final interview process and will be selecting a provider. Clinic implementation will begin in January 2016.

Charles Cook, Whitney Suplick, DeAna Mullins-Gudino, Nancy Boyer, Angie Vitale, Latonia Eldridge, Jennifer Dalrymple, Susanne Toole, and Amy Kimberlin are actively involved in providing services to the client and would be actively involved servicing the City.

Ripley Entertainment, Inc.

7576 Kingspointe Parkway, Suite 188, Orlando, Florida 32819

Darren Loblaw, Chief Financial Officer

Telephone 407.345.8010

This client has been with BB&T Insurance Services Insurance since 1997. Charles and the entire team are actively involved in providing Benefits Consulting services to this client and would be actively involved servicing the City. BB&T Insurance Services had a unique experience with Ripley Entertainment in that this client moved its medical for the corporate United States employees to a national plan with the consultant who works with the Canadian parent company. However, Ripley Entertainment maintained their non-medical coverages with BB&T Insurance Services as well as the medical plan for a specific geographic location where the national program did not provide a good fit. Ripley Entertainment made the decision to withdraw from the national program in 2006 and engaged BB&T Insurance Services to conduct the RFCP process and ultimately re-engaged BB&T Insurance Services for Benefits Consulting services for the new self-funded medical plan.

This client provided a unique opportunity to work with some of the complexities relative to health care reform that do not impact the City. This client has many variable hour and seasonal employees. We worked closely with Ripley's since the ACA was passed to develop appropriate strategies for measuring and offering coverage to the appropriate employees.

Charles Cook, Michelle Howe, Nancy Boyer, Angie Vitale, Latonia Eldridge, Jennifer Dalrymple, Susanne Toole, and Amy Kimberlin are actively involved in providing services to the client and would be actively involved servicing the City.

TAB G - Innovative Solutions and Project Approach:

- **Financial:**

1. How can your firm assist the City financially?

BB&T has invested in analytical software programs which audit the plan performance of our clients. From this information, we are able to model calculated, comprehensive plan design changes which will allow us to make educated and strategic decisions. This can also help determine the defined number of employees and dependents potentially affected by those benefit changes. This gives our clients a better idea of where they are spending their health care dollars and how to aggressively control these dollars. (Use of this program is available for groups at certain sizes who are with carrier that will provide the appropriate information.)

It is critical that we bring our expertise to what is perhaps the most important part of your program. We have internal tools that allow us to accurately estimate your renewal before the renewal cycle begins. Too many times, organizations are caught off guard by an increase regardless of how big or small that increase might be in any given year. We believe strongly in not only educating employees but providing employers with all the information necessary to make educated decisions in a timely and strategic manner.

Most concepts we have proposed to clients in the hopes of controlling health care costs are only effective through excellent employee education. A client can implement any type of plan design desired from very rich to what would be a Consumer Driven Health Plan and have minimal impact on total health care costs (other than just cost-shifting) if employees are not educated.

This team has given recommendations on many difference contribution strategies. Some contribution exhibits on which we've advised our clients reflect a wellness initiative and the participation in that initiative versus employee non-participation. Contributions can be based on multiple factors plan (i.e. funding a "core" benefit option and allowing employees to "buy-up" to another option) based on employer decision. Another option could be to fund certain contributions through HRA's (Health Reimbursement Accounts). There are many choices available to employers and we can educate and advise the City of Port Orange in this area. Ideally, we advise clients to develop a multi-year contribution strategy as part of their long term benefit planning.

2. How successful are your firm's renewals and negotiations?

Charles Cook's training and expertise in underwriting places him in a unique position to negotiate with both incumbent and potential carriers. He has worked in this market for 23 years, but has experience working in multiple markets throughout the country. Below is a specific example of a successful negotiation:

A prospective client had been with a national broker for several years. The employer was concerned about changing consultants prior to the renewal being received. In this dual option scenario, the carrier had proposed a 6.36% increase for the HMO (from the rates in force) and a 31.64% increase for the PPO or a composite increase of 15.59%. Following a thorough review of the carrier's renewal formula and methodology, BB&T offered arguments and alternative methodology that would produce a *reduction* of 3.62% on the HMO and an increase of 5.54% on the PPO or a composite increase of 7/10ths of one percent. The final renewal including a competitive RFP process was a *reduction* of 4% with a savings of \$690,000 over the original renewal with better benefits. Understanding underwriting methodology gives BB&T a distinct advantage in negotiating with carriers on both a fully insured and a self-funded basis. This expertise is critical in the self-funded arena for appropriately setting expected claims and negotiating appropriate aggregate levels.

BB&T will solicit and negotiate premiums, renewal rates, service, benefit levels, plan design, special terms and conditions, etc. with carriers and providers for benefit plans in coordination with the City's Human Resources staff. BB&T will also initiate all contract renewals. An annual timeline will be developed in conjunction with the City so that the renewal process flows smoothly and is built into the ongoing strategic plan. While the renewal/forecasting projections should alleviate or minimize any surprises in the costs, it is critical that all renewals be provided well in advance so that decisions can be made, communication strategies developed and education conducted insuring benefits can be communicated in the most effective and positive manner to employees.

Our goal is to provide a streamlined yet comprehensive Request for Proposal to the insurance marketplace that will neither delay the process nor cause carriers not to participate. Major carriers are able to respond in the allotted time with minimal requests for additional information. Our initial

presentation to the client is prepared with fully-insured and self-funded alternatives. Finalists are selected based on the client's objectives. The follow-up with the finalists includes in-depth analysis of their cost controls, performance guarantees, and managed care capabilities. As part of the due diligence process, significant resource and analysis is done regarding the practice and day-to-day impact of these cost controls on employees and future healthcare costs. Further analysis will be completed regarding the logistics of the implementation. Guarantees are negotiated regarding timeliness of enrollment, ID cards, summary plan descriptions, etc.

We will bring our skills in negotiation and data analysis to the City to project future costs and negotiate the best possible terms for both controlling costs and benefits. Additionally, we will make recommendations following the RFP process. We will develop a long-term proactive strategy with the City for education, wellness, benefits design and cost control.

3. What other cost saving measures has your firm successfully utilized (i.e. transitional to self-funding, etc.)

Our team has expertise in all types of benefit plans including PPO, POS, HMO, EPO, HRA, and HSA Plans. We've worked with these plans on a fully insured, minimum premium, Third Party Administrator (TPA), and Administrative Services Only (ASO) self funded basis. Further, we've worked with medical plans where the pharmacy benefit is carved out or included and the stop loss coverage is with a separate carrier or provided by the ASO carrier. More information on different funding types is included in [Exhibit A: Different Funding examples](#).

4. What analysis will your firm provide, including any follow-up action plans to the analysis?

While certain analysis is standard, we customize analysis to the desires and needs of each client.

Below are the core tasks in conducting this type of analysis.

- Review all claims and utilization data available
- Provide annual comparison of all funding options including fully-insured and partially self-insured plans for both standard and consumer driven healthcare products
- Develop outlines for implementing changes in benefit plans that will be consistent with the culture and goals of the client
- Provide comparisons of plan designs, contributions, rates and (when available) benefit cost-sharing for market comparison purposes. This allows the City to strategically set benefit levels.

- Conduct disruption analyses relative not only to network changes but to copay and deductible changes to determine the cost and benefit impact of changes to employees

Below are examples of the types of analyses that this team has done in the past:

- Claim analysis and renewal/budgeting projection – we provide renewal projections; while the formulas for renewal are standard, we run claims and provide projections as well as build the best case for renewal negotiation
- Benefit change impact analysis
- Health Reimbursement Analysis (HRA) – this involves the review of potential reductions in benefits and cost through the carrier, with the offset of this reduction by employer funding
- Multi-year renewal/cost projection
- On-site health clinic analysis
- Wellness return on investment analysis – BB&T has been a pioneer in conducting wellness initiatives with our clients. Our goal is to implement initiatives consistently year after year to track the change in risk factors and project the long term reduction in costs
- Acquisition analysis
- Claim lag analysis – we have great success in working with self-funded clients to ensure that they are accessing the most cost-effective networks. We’ve developed detailed analysis to track the pattern of this lag using multiple models to isolate the exact claim lag and the stabilization over time as well as the ultimate savings
- Network analysis – provider comparison/match going from current carrier to possible new carrier; discount analysis carrier vs carrier
- Health Care Reform analysis – we provide each current client with an impact analysis specific to their benefits, population, contributions, and costs. This provides a year-by-year summary of the actions that are required, the potential cost impact and projected long-term impact of health care reform. While we expect a great deal of change, we are working to keep each of our clients informed of how these changing laws will affect them specifically.

It is critical that we bring our expertise to what is perhaps the most important part of your program. We have internal tools that allow us to accurately estimate your renewal before the renewal cycle begins. Too many times, organizations are caught off guard by an increase regardless of how big or small that increase might be in any given year. We believe strongly in not only

educating employees but providing employers with all the information necessary to make educated decisions in a timely and strategic manner.

5. Describe any other aspects on how your firm will provide the City with the best premium for the best product. BB&T has invested in analytical software programs which audit the plan performance of our clients. From this information, we are able to model calculated, comprehensive plan design changes which will allow us to make educated and strategic decisions. This can also help determine the defined number of employees and dependents who are potentially affected by those benefit changes. This gives our clients a better idea of where they are spending their health care dollars and how to aggressively control these dollars. (Use of this program is available for groups at certain sizes who are with carrier that will provide the appropriate information.)

- Employee:

1. How can your firm assist the City financially?

BB&T Insurance Services will solicit and negotiate premiums, renewal rates, service, benefit levels, plan design, special terms and conditions, etc. with carriers and providers for benefit plans in coordination with City's Human Resources staff. BB&T Insurance Services will also initiate all contract renewals. An annual timeline will be developed in conjunction with City so that the renewal process flows smoothly and is built into the ongoing strategic plan. While the renewal/forecasting projections should alleviate or minimize any surprises in the costs, it is critical that all renewals be provided well in advance so that decisions can be made, communication strategies developed and education conducted insuring benefits can be communicated in the most effective and positive manner to employees.

2. What is your firm's contact like for adjudicating difficult claim matters?

We feel it is our job to guide clients through all areas of employee benefits and to help to overcome potential obstacles before they become problems. We also know that it is our job to educate, empower and support employees as they access and navigate the complex insurance system. Our goal is to minimize any administrative burdens for our clients. Our commitment in this area is unique: no task too big or too small, too critical or too unimportant.

Account management is integral in building a strong relationship with our clients and their employees. We will deliver unparalleled proactive and responsive service. At BB&T Insurance Services, we believe that customer satisfaction goes beyond mere responsiveness. Our Account management team has the capability to make onsite visits to address team member questions or concerns on an individual or group basis.

Nancy Boyer as Assistant Account Manager and inside service person, Nancy's role is to be in the office to provide immediate access to our clients and their employees. Nancy has worked with BB&T, specifically with Charles Cooks team, for 14 years. Her background is in claims resolution and as such she is an expert in assisting employees with difficult claims issues. Nancy will track and follow up on existing claims and billing issues through completion. Nancy also works with clients and their employees on creating appeals when claims are denied by the carriers. She is excellent at moving the claim issues up the ladder to management until they are resolved. We continuously receive letters from the people she has helped on how caring and compassionate she was throughout the process.

3. Will your firm's staff be assigned to managing the resultant contract from this RFP meet the City's employees in person?

Yes, the staff shown in the section on Team Members will be the staff assigned to this project should BB&T be awarded this project.

4. In considering renewals, how much do aspects of a provider such as the disruption of carriers or level of serve/tendency to deny claims play into your firm's recommendations for vendors? Will your firm disclose these concerns with the City regarding a potential vendor?

BB&T is contracted with all major insurance companies and can present a vast array of competitive proposals and alternatives. Each carrier BB&T Insurance Services contracts with goes through a thorough application process and must remain an "A" or higher financially rated insurance carrier (as rated by A.M. Best) in order to remain an approved carrier.

The strength of our relationships is based partly on the size of our business relationships but also on our reputation. BB&T Insurance was one of United's Top 6 brokers nationally prior to the acquisition by BB&T. As part of BB&T, JRD expanded an already strong relationship. Our ethics

and reputation for excellence have earned invitations to numerous broker advisory councils with the major national carriers.

BB&T Insurance Services believes in developing and maintaining relationships with the representatives, account managers, sales personnel, service representatives and leadership at all of our clients' carriers. This maximizes the communication, resources and avenues for issue resolution. We believe that it is our responsibility to "own" each issue and carry it through to resolution regardless of the follow-up required. BB&T Insurance Services is known for its tenacious, straightforward communication and follow-up with carriers to reach resolution for our clients. We return phone calls promptly and keep clients and members apprised of the status of each issue and follow all through to resolution.

5. Will City employees be able to directly contract the Broker, or will they need to go through the City's Human Resources team?

City employees can contact BB&T team members directly for assistance.

6. Provide any other aspects provided related to the City's employees' wellbeing.

BB&T will create, develop and produce all non-carrier communication materials including pamphlets, brochures, presentations, webcasts for health fairs, enrollment, education sessions, etc. These will be created in coordination with the City.

BB&T will be responsible for the following:

1. Proofing and ordering all necessary materials from the carriers
2. Coordinating all carrier attendance
3. Coordinating all scheduling with appropriate internal contacts (if appropriate) designated by the City
4. Producing a user-friendly and easy to understand benefit summary
5. Producing and compiling individual enrollment packets that will be customized, if appropriate
6. Producing all customized enrollment materials (i.e. individual disability enrollment forms with premium relative to salary) as appropriate
7. Coordinating all audio visual equipment and resources necessary for successful meetings

8. Coordinating enrollment meetings and materials for non-English speaking employees. This may include providing materials in Spanish, conducting meetings in Spanish, subcontracting with interpreters if appropriate or training the City employees within very specific language groups to interpret for the education process.
9. Coordinating input and usage for all online open enrollment tools. BB&T has an online open enrollment tool that could be used. BB&T's technical resource employees will also work with an existing or other system to be sure that all appropriate educational materials are loaded and ready for use by the enrollees.
10. Providing an 800 number to a help desk to answer questions and assist employees with the enrollment process. This resource is also available to spouses and family members of employees.

BB&T will coordinate and conduct ongoing educational and informational meetings for employees on any benefit/wellness related topics. These types of meetings with other clients have included Consumer Driven Health Care, general health care costs, industry trends, prescription drug costs, effective consumerism, wellness and contribution norms. Topics for the City are not limited to these areas, but we have conducted multiple sessions outside of just the enrollment framework.

Once enrollment is complete, BB&T will work with the City on submission of all appropriate information and will follow-up to make sure that eligibility and billing is set up appropriately.

- Client:

1. How will your firm assist the City's Human Resources team and what special services will be provided?

BB&T will create, develop and produce all non-carrier communication materials including pamphlets, brochures, presentations, webcasts for health fairs, enrollment, education sessions, etc. These will be created in coordination with the City of Port Orange.

BB&T will be responsible for the following:

- Proofing and ordering all necessary materials from the carriers
- Coordinating all carrier attendance

- Coordinating all scheduling with appropriate internal contacts (if appropriate) designated by the City of Port Orange
- Producing a user-friendly and easy to understand benefit summary
- Producing and compiling individual enrollment packets that will be customized, if appropriate
- Producing all customized enrollment materials (i.e. individual disability enrollment forms with premium relative to salary) as appropriate
- Coordinating all audio visual equipment and resources necessary for successful meetings
- Coordinating enrollment meetings and materials for non-English speaking employees. This may include providing materials in Spanish, conducting meetings in Spanish, subcontracting with interpreters if appropriate or training the City of Port Orange employees within very specific language groups to interpret for the education process.
- Coordinating input and usage for all online open enrollment tools. BB&T has an online open enrollment tool that could be used. BB&T's technical resource employees will also work with an existing or other system to be sure that all appropriate educational materials are loaded and ready for use by the enrollees.
- Providing an 800 number to a help desk to answer questions and assist employees with the enrollment process. This resource is also available to spouses and family members of employees.

BB&T will coordinate and conduct ongoing educational and informational meetings for employees on any benefit/wellness related topics. These types of meetings with other clients have included Consumer Driven Health Care, general health care costs, industry trends, prescription drug costs, effective consumerism, wellness and contribution norms. Topics for the City of Port Orange are not limited to these areas, but we have conducted multiple sessions outside of just the enrollment framework.

Once enrollment is complete, BB&T will work with the City of Port Orange on submission of all appropriate information and will follow-up to make sure that eligibility and billing is set up appropriately.

2. How much of a burden will be lifted off of the City when it comes to organizing and planning events such as Open Enrollment (Estimated City Time versus Broker Time)?

While each client is unique it is impossible to definitively state estimated time for City vs Broker. We take a proactive approach regarding employee education and enrollmentCoordinating input and usage for all online open enrollment tools. BB&T has an online open enrollment tool that could be used. BB&T's technical resource employees will also work with an existing or other system to be sure that all appropriate methods of educating employees on plan design and contribution changes. This could be in the form of in-person enrollment meetings, payroll stuffers, conference calls, emails, etc. BB&T will completely coordinate, conduct and oversee all enrollments.

We will be responsible for the following:

- Ordering, proofing and distributing necessary materials from carriers
- Coordinating carrier attendance as needed to the meetings
- Coordinating scheduling with appropriate internal contacts as designated
- Producing, printing and distributing a user-friendly and easy-to-understand benefit summaries
- Producing customized enrollment materials, as needed
- Coordinating any audio visual equipment and resources as necessary
- Coordinating enrollment meetings and materials for non-English speaking employees. This may include providing materials in Spanish, conducting meetings for those employees in Spanish, subcontracting with interpreters if needed (at additional cost)
- Coordinating input and usage for all online open enrollment tools. Our technical resource employees will work with any existing systems as needed to be sure all appropriate educational materials are loaded and ready for use by the enrollees

The primary goal of enrollment meetings is educating employees in an effort to teach them about the true cost of health care and empower them to become wise consumers. We discuss the following issues during our education and enrollment meetings:

- The importance of choosing generic drugs whenever possible and helping employees understand that they need to discuss the prescription options with their providers

- The importance of opting for the less expensive \$4 generics/free antibiotics offered by select retailers – these costs do not count toward the employer’s health plan and can reduce costs for employers and employees
 - The importance of understanding options for outpatient testing. Some plans provide for different copays for these services depending on whether the service is performed at an outpatient or inpatient facility. These copay differences typically reflect a difference in the contractual arrangements between the carrier and provider. We help employees understand how to make those choices and how their choices affect what they will pay and what their employer will ultimately pay
 - The importance of having a relationship with their physician whether or not the plan design requires the use of a primary care physician. This relationship can be the key to having an alternative to the emergency room, efficiently accessing specialty care and obtaining ongoing preventive care. While this seems simple, both emergency room use and inappropriate specialty care is often the result of someone not knowing where to go when they suddenly find themselves sick.
3. How much does your firm consider ease of administration when analyzing recommendations for vendors? Will your firm disclose these concerns with the City regarding a potential vendor?

BB&T is contracted with all major insurance companies and can present a vast array of competitive proposals and alternatives. Each carrier BB&T Insurance Services contracts with goes through a thorough application process and must remain an “A” or higher financially rated insurance carrier (as rated by A.M. Best) in order to remain an approved carrier.

The strength of our relationships is based partly on the size of our business relationships but also on our reputation. BB&T Insurance was one of United’s Top 6 brokers nationally prior to the acquisition by BB&T. As part of BB&T, JRD expanded an already strong relationship. Our ethics and reputation for excellence have earned invitations to numerous broker advisory councils with the major national carriers.

BB&T Insurance Services believes in developing and maintaining relationships with the representatives, account managers, sales personnel, service representatives and leadership at all

of our clients' carriers. This maximizes the communication, resources and avenues for issue resolution. We believe that it is our responsibility to "own" each issue and carry it through to resolution regardless of the follow-up required. BB&T Insurance Services is known for its tenacious, straightforward communication and follow-up with carriers to reach resolution for our clients. We return phone calls promptly and keep clients and members apprised of the status of each issue and follow all through to resolution.

4. Provide any other aspects relating to how your firm will assist the City's Human Resource team in being the most successful and efficient department possible.

The resources available through BB&T are unsurpassed. We employ an in-house Senior Compliance Manager, Client Education (Angie Vitale) who will conduct a compliance review and is available to provide ongoing guidance regarding changing legislation, regulatory and legal decisions affecting employee benefits, at both the state and federal level. She can advise and discuss methods to comply with the ever-changing health care laws and reporting requirements. We will keep our clients abreast of regulatory changes through the following methods:

- In-person and telephonic proactive specific client communication
- Weekly electronic newsletter
- Human Resource and Insurance tools available through web-based resources
- In-person and web-based client seminars
- BB&T University
- Client roundtables to address specific issues such as HIPAA and Health Care reform

Our compliance expert serves to provide support to our clients both internally and directly with our clients. Angie consults with private, nonprofit and public sector clients on compliance issues relating to ERISA, HIPAA, COBRA, Cafeteria Plans, Medicare Part D, Consumer Driven Health Care, Health Care Reform, general human resource concerns and more. Should Angie need additional resources to respond to clients, we have a number of partnerships with national attorneys. We have a partnership with Seay Management Group, a Human Resources Consultant, to provide additional assistance with complex and critical human resources guidance.

BB&T has extensive experience and expertise in the area of health care reform. Charles Cook served on the national task force of the Independent Insurance Agents and Brokers Association in the year leading up to the passage of the Accountable Care Act. Both he and Angie serve on the BB&T national health care reform task force. Angie currently serves as the chairman of the health care reform task force for the Florida Association of Independent Agents. Both have made multiple presentations to industry groups on the evolution of and compliance with Health Care Reform.

BB&T holds educational seminars with invited guest speakers from different backgrounds who speak on topics important to our clients' education. On most occasions, these will include the opportunity for clients to earn HR credits. We are currently conducting individual client meetings and have three scheduled round tables to discuss the guidance provided since the presidential election. The guidance provided by BB&T is unsurpassed in this area.

Technical Resources

BB&T provides our clients with the most up-to-date available technology resources including:

- BB&T ResourceNet™ (including CCH's HRAnswers Now™) websites - compliance and HR information to common questions, includes a partner community online to ask and find answers to questions
- Decision Master Warehouse – is a web based decision support system that allows employers to assess group medical and Rx plans with online reports, and plan modeling based on current data to see the effects of plan change decisions clearly (this is available to large employer groups who would receive claims data from their carriers, typically 150+ employees on the health plan)
- HRConnection™ - online portal housing a company's benefit plans and payroll deductions, can feed to carriers, open enrollment employee online system
- Plan Advisor™ - help to educate about cost saving benefit plan decisions by using this comprehensive online tool; can estimate renewal costs to support budgeting needs, helps to analyze and benchmark claims data, model potential plan designs, and provide the employer with a cost-effective benefit plan tailored to your employee population

TAB H - Proposed Fee:

- Provide a fee proposal for completing all work outlined in “Section 3 – Scope of Services”. See page 69 of “Section 9 – Required Forms” for the Cost/Fee Proposal Form to be used for this section.

[This is included as requested.](#)

- Fee proposals are to be stated as an annual lump sum total.

TAB I - Required Documents:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Authorized Signatures/Negotiators
- Form 9.8 Local Business Affidavit of Eligibility
- Form 9.9 Vendor Application and W-9 Form



RFP #17-16
INSURANCE BROKERAGE SERVICES
Helping navigate the complex
world of employee benefits

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Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

Diana,

Thank you for allowing Bouchard Insurance the opportunity to respond to RFP #17-16 Insurance Brokerage Services concerning the employee benefits. Bouchard Insurance was founded in 1948 in Clearwater Florida. Over the years, we have developed our Public Sector Division to address the specific and unique needs of organizations similar to the City of Port Orange. Although sometimes difficult to portray in writing, we hope you find our responses insightful and that they show our true expertise. Bouchard Insurance takes a global and holistic look at our clients to create a benefits program that will attract and retain employees while maintaining fiscal responsibilities. The services we provide are aimed at reducing costs, improving your risk profile, and improving efficiencies.

Bouchard Insurance has never had a judgment held or a contract awarded by another government agency that has been terminated in default or convenience. Bouchard Insurance conducts all business with our number one Guiding Principle, 'Client First™'. Our goal is to work strictly for our clients and to put their needs before those of any other. We have a great understanding of what social public entity organizations need to reduce cost, time constraints, and frustration levels.

We look forward to meeting with you and your team to discuss our capabilities.

Sincerely,

Sincerely,

Josh Weaver, CLCS, AAI
Sales Executive-Risk Manager

Erica Bereczki, G.B.A.
Senior Benefits Consultant

Provide information related to the Insurance Brokerage Firm qualifications and resources including the following:

1. Description of the history of the firm, including how long it has been in business in the Central Florida area;
2. Description of the firm's size (premium volume and number of staff) and presence in total and as it operates in the Central Florida area;
3. Provide a list of all present and past Public Sector clients in the State of Florida;
4. List the insurance markets and carriers the firm can access locally as well as nationally;
5. Description of the firm's national networks and contacts
6. List special experiences of the firm in placing insurance coverages for a medium size city or similar experience in the private sector; and
7. Additional services offered by the firm that are not listed in this RFP but may be of interest to the City.

Information related to the Insurance Brokerage Firm qualifications and resources including the following:

1. *Description of the history of the firm, including how long it has been in business in the Central Florida area.*

About Bouchard:

Founded in 1948, Bouchard Insurance has grown to be among the top 50 largest privately-held insurance agencies in the United States and the largest in Florida. Our Central Florida presence has grown exponentially over the last thirteen years, now with locations in, Maitland and Kissimmee. Our growth in the Central Florida market really took off in July of 2003 when Bouchard Insurance purchased one of Florida's oldest and largest independent insurance agencies, Lupfer-Frakes in Kissimmee. Lupfer Frakes was led by Samuel Lincoln Lupfer, Jr. whose parents were among the first residents. Sam Lupfer was considered the foremost authority on the city's history and his family was closely tied to the development of Kissimmee and the county. Bouchard Insurance has continued this tradition-rich community involvement in the Central Florida area through participation and sponsorship of various city and county programs. Our Maitland office opened in July of 2013 as Bouchard continues to expand our presence in the Central Florida area and is one of the most rapidly growing agencies in the area.

We are both employee owned and operated. Our corporate structure allows us to move swiftly in the marketplace to best serve the needs of you, our client. Bouchard serves in excess of 14,000 clients across the U.S. and in multiple countries. We have a staff of 230 professional and credentialed employees serving virtually every field of insurance. Our size affords us top tier status with the majority of the carriers that we represent, in every industry segment. Currently, we have five offices located throughout Florida. Our corporate office is in Clearwater, Florida with offices in Sarasota, Fort Myers, Maitland, and Kissimmee.

Bouchard Insurance operates as a privately held, independent agency. Our principal ownership consists of ten majority shareholders. To foster internal perpetuation of the agency, minority ownership is made available to key managers and sales executives. Our plan is to remain privately held and not have to answer to publicly traded shareholders. We have no parent or subsidiary agencies. Our belief is that by being privately held we have the flexibility to continue to invest in our value added service platform, which you will read further about throughout this request for proposal.

We have great relationships with the insurance carriers willing to provide coverage to public sector organizations and have dedicated underwriters assigned to Bouchard Insurance.

Growth through Expertise:

Our approach is to better your organization and reduce your costs so more money can go back to serving your employees. We currently manage a healthy book of public sector groups with a total premium volume of nearly \$50,000,000. We have a great understanding of what services public sector organizations need to reduce costs, time constraints and frustration levels.

The Employee Benefits Division at Bouchard Insurance has been serving our clients since 1973. Over this time period, there has been tremendous growth and change in the employee benefits marketplace. Since the implementation of Health Care Reform, Bouchard has made the commitment to be the industry leader in employee benefits consulting. Over the past four years Bouchard has invested over \$1,000,000 on a wide variety of training, education, and development of our Employee Benefits Team. We have also invested nearly \$500,000 in education and training for our clients' employees over the past several years. Today our Employee Benefits Division is recognized as one of the largest in Florida.

2. *Description of the firm's size (premium volume and number of staff) and presence in total and as it operates in the Central Florida area.*

Bouchard has a staff of 215 throughout the State of Florida located in Maitland, Kissimmee, Clearwater, Sarasota, and Fort Myers managing approximately \$500,000,000 in annualized premium. Specific to employee benefits we have a staff of 42 dedicated to servicing employee benefits clients managing more than \$220,000,000 in annual benefits premium.

3. *Provide a list of all present and past Public Sector clients in the State of Florida.*

- Osceola County Board of County Commissioners
- Osceola County Clerk of the Ninth Circuit Court
- City of Kissimmee / Toho Water Authority
- City of Bonita Springs
- City of Gulfport
- City of Temple Terrace
- Kissimmee Utility Authority
- East County Water Control District
- Leigh Acres Fire Control and Rescue District
- North Fort Myers Fire Control
- Palm Harbor Special Fire District

4. *List the insurance markets and carriers the firm can access locally as well as nationally.*

The major carriers that we do business with are as follows:

- Blue Cross Blue Shield
- United Health Care
- Aetna
- Humana
- Cigna
- AvMed
- Guardian
- Assurant
- Lincoln Financial Group
- VSP
- SunLife

As for other markets that we have access to, the answer is all of them. We have never been denied appointment with any carrier. If they are not listed it is simply because we just do not have active business with them or we do not currently write any new business with them.

5. *Description of the firm's national networks and contacts.*

In regards to our carrier partners, we outline these above. In addition, we are able to write business and utilize all national networks, Third Party Administrators, Pharmacy Benefit Management, COBRA, Retiree Billing and FSA/HSA vendors. Additional resources that we have access to include BAN, Zywave, and BTR. Finally we have a dedicated Compliance Director, Health & Information Officer, Actuarial Director, and Pharmacy Director available for consultation with our employee benefit clients.

6. *List special experiences of the firm in placing insurance coverages for a medium size city or similar experience in the private sector.*

Bouchard Insurance manages a book of public sector clients that have partnered with us for over 10 years. We broker and consult on both the employee benefit and commercial lines for Osceola County, City of Kissimmee, Toho Water Authority, and Kissimmee Utility Authority to name a few. We also service a large number of non profit employers who have similar requirements and needs as public sector employers do. For all of these clients we manage the entire renewal process as well as any necessary formal RFP's. Throughout the benefit year we prepare and review claims analysis, attend committee meetings, assist with health and wellness programs, employee events, and also help with employee communications.

7. Additional services offered by the firm that are not listed in this RFP but may be of interest to the City.

Bouchard Insurance is able to offer a multitude of services to our clients that most agencies do not offer at this time. We are always looking for additional tools and opportunities to make the overall benefit administration an efficient and streamlined process.

Bouchard includes an in-house, bilingual human resources consultant that provides direct support to your organization:

- Assist with general HR practices, policies, procedures, and employee relations
- Compliance posters updates for both Federal and State employment law
- Updates on Legal and Legislative Law surrounding ERISA
- Develop customized employee handbook, review existing documents, and/or provide models, samples, checklists, etc.
- Perform on-site supervisory training, such as annual diversity awareness, harassment and discrimination, interviewing, documentation, discharge, HR basics, etc.
- Perform on-site HR Assessment (HR Audit) to identify strengths, weaknesses, opportunities and threats
- Quarterly educational seminars for your Management Staff

Educational Seminars, Webinars, and Web-Based Tools:

In our opinion, keeping our clients educated and in compliance is one of the most important jobs we have. We have partnered with some of the best minds in the business to develop our seminar/webinar series. Any one of your employees can attend these or we can hold them at your location. In 2017, we will be presenting the following topics:

- Employer Policy Handbooks: Making Every Word Count
- Family Medical Leave Act & Workers' Compensation: Updates & Best Practices
- OSHA Update
- Multicultural Workplaces: Managing In Today's Workplace
- OSHA Recordkeeping
- Cyber Liability
- Wage & Hour/Department of Labor: 2017 Update and Best Practices
- Workplace Violence/Security
- Focus on Human Resources
 - o Leading High Performance Teams
 - o Wellness/Wellness Planning and Its Impact On Your Bottom Line
 - o On Boarding: Starting Off Right
 - o HR Best Practices
 - o Eliminating Discrimination in the Workplace
- Property & Casualty: Focus on Workers' Compensation
 - o Leading with Emotional Intelligence
 - o Marketing Updates & Trends: Factors that Affect Your Insurance Rates
 - o Cyber Liability: Why Does My Business Need This?
 - o Strategic Workers' Compensation
 - o Loss Control- Designing & Communicating Prevention Programs
- Monthly Health Care Reform and Compliance Updates
- Affordable Care Act Legislation
- ACA- How to Prepare for 2017 and Beyond
- MyWave web-based tool for employee benefits and risk management



Provide a Resume for each account executive and support staff designated team members assigned this account including the following:

1. Description of those individual's educational background indicating specific steps taken to remain current with trends in the insurance industry;
2. Description of individual's work experience including all past employment and number of years as an agent/broker in the insurance field. Also, indicate length of time with your firm and in their current position
3. Description of individual's personal knowledge of insurance markets, specifically health and dental for Florida local governments;
4. Description of the firm's resources available for knowledge in the following but not limited to areas, PPACA, COBRA, HIPAA, FSA, Section 125, Cafeteria Plans, and HDHP/H.S.A.; and
5. Description of the firm's legal resources associated with employee benefits.

Josh Weaver **Sales Executive, Orlando**

Josh is responsible for the big picture success of each group benefits account he serves. He is the front line of communication with the clients and will be the “keeper” to coordinate all Bouchard Services. Josh will have ultimate responsibility of all insurance program management for The City of Port Orange. Prior to entering the insurance industry, Josh worked for a large Central Florida law firm for many years. In his role as a client counselor/paralegal, he talked clients through their situation, explained their legal options, and helped them navigate the complex legal system. He has been a member of Bouchard Insurance since 2013 and specializes in providing employee benefits consulting services to our clients and guiding them through the ever changing world of insurance and legal risk. His responsibilities include developing long term strategies, renewal management, Health Care Reform, compliance, and wellness initiatives. He graduated from University of Central Florida with a Bachelors degree in Marketing. Josh currently holds a 2-15 Life, Health, and Variable Annuity license, a 2-20 General Lines Agent (P&C/WC), the CLCS Designation (Commercial Lines Coverage Specialist), and the AAI Designation (Accredited Advisor in Insurance).

Work Experience

2010 - 2012: The Law Firm of Kaufman, Englett, and Lynd- Client Counselor/Paralegal

2013 – Current: Bouchard Insurance- Sales Executive/ Risk Manager

Erica Berezcki, G.B.A. **Senior Benefits Consultant, Orlando and Kissimmee**

Erica joined Bouchard Insurance in early 2014 as Account Manager for a large municipal book of business. In February 2015, she was promoted to Senior Benefits Consultant, where she is now more involved in the ongoing analysis, underwriting, plan performance and wellness efforts for her clients. Erica is dedicated to each and every client and their employees throughout the plan year, always seeking opportunity to save on claims dollars as well as developing cutting edge solutions to battle the increased cost of healthcare. Erica’s insurance career began as office manager for an Orthopedic Surgeon and later for a Pediatrician. In each role she streamlined the claims filing processes and worked close with the insurance carriers to ensure patients were able to access the medications, procedures and tests they needed. She later joined her first Insurance Brokerage in downtown Orlando, FL and obtained her 2-15 Life, Health and Variable Annuity license in 2004. She managed the employee benefits portfolio for several large resorts in Florida, owned by a major world wide hotelier. Erica then shifted her insurance gears to manage the employee benefits as well as the commercial insurance for a City in Seminole County, FL. As Human Resources Analyst, she evaluated and closely worked with the self insured medical plan as well as the on-site employee health clinic to reduce costs. Her reorganization of the property and auto schedules reflected reduced premiums and the wellness programs and safety initiatives implemented resulted in a near 50% reduction in workers compensation costs. Erica was awarded Employee of the Quarter after an extensive audit dating back 5 years, recovered over \$50,000 in tax payer dollars. Erica holds the designation of Group Benefits Associate and is on track to become a Certified Employee Benefits Specialist. When she is not working with her fantastic clients and their dedicated staff, Erica spends as much time as possible with her amazing young daughter. She also looks forward to every August when the NFL season begins so she can cheer on her Denver Broncos.

Work Experience

2001 – 2004: OMNI Healthcare - Medical Office Manager (relocated to Orlando, FL)

2004 – 2007: CBIZ, Inc - Onsite Benefits Account Manager

2010 – 2013: City of Oviedo: Employee Benefits and Risk Management Analyst

2014 - Current: Bouchard Insurance – Public Sector Account Manager, promoted in January 2014 to Senior Benefits Consultant

Cam Potter **Employee Benefits Practice Leader**

As the Benefits Practice Leader for Bouchard Insurance Cam leads the benefits department with responsibility for; account management, marketing, compliance, communication, eligibility and data analytics. Cam is leveraging his 27 years of benefits experience to ensure our team delivers the highest level of service and support for Bouchard benefits clients. Cam started his career in health insurance sales for a regional HMO and then a national insurance carrier. His sales experience was followed-up by 5 years managing operations for the Central Florida office of a large insurance carrier. In this role he had "bottom-line" accountability for sales, underwriting, customer service, provider contracting, provider relations, claims and finance. Prior to his position with Bouchard, Cam spent 12 years with Aon Hewitt as a Vice President in the Employee Benefits Consulting group. In his consulting engagements, Cam has provided expertise in areas of benefits strategy, underwriting, benefits plan marketing and renewal, wellness program development, consumer driven plan implementation and benefit implications of mergers and acquisitions. He has worked with clients ranging in size from 25 to 85,000 employees. Cam graduated from Miami University of Ohio with a bachelor in marketing and business administration

Work Experience

2003 – 2015: AON Hewitt, Vice President – Employee Benefits Consulting

2015 – Current: Bouchard Insurance, Employee Benefits Practice Leader

Libby Anderson **Eligibility Specialist – Employee Group Benefits Department, Clearwater**

Libby began working with large group carriers in claims, eligibility, electronic data interface, quality control and account reconciliation in 2004. She joined Bouchard Insurance in 2011 as an Eligibility Specialist. In this role, she assists Bouchard's clients and internal team with their daily and annual eligibility transactions. Libby constantly strives to deliver the Bouchard "Client First" experience with her commitment to always providing high quality service with professionalism, attention to detail, knowledge, integrity, teamwork and accountability. Libby previously worked as an HR & Benefits Assistant and proudly served for seven years in the U.S. Navy. When not working, Libby enjoys quality time with her family and volunteering her time assisting with special needs children on the weekends. She lives in Dunedin, FL with her husband and youngest son.

Work Experience

1997 – 2004: US Navy

2004 – 2011: Various Benefits Carriers, Implementation and Account Management

2011 – Current: Bouchard Insurance, Eligibility Specialist

Dorothy David **Benefits Underwriting Coordinator – Employee Benefits Department, Clearwater**

Dorothy is a Benefits Underwriting Coordinator at Bouchard Insurance, where she is responsible for obtaining appropriate and financially advantageous group insurance products and claims analysis for clients with 150 or more employees. Her duties include evaluation of renewals, contracts and proposals. Dorothy is also responsible for periodic monitoring of claims experience, renewal negotiation and final experience accounting. Dorothy originally was with Bouchard Insurance from 2011 to 2014 and rejoined the team in May 2016. Prior to Bouchard, she spent 1 1/2 years with USI. Before moving to the brokerage side, she worked with insurance carriers underwriting all group benefit lines and funding mechanisms. Dorothy currently holds a 0215 license. When not working, Dorothy enjoys reading and traveling.

Work Experience

2011 – 2014: Bouchard Insurance, Marketing Representative

2014 – 2016: USI

2016 – Current: Bouchard Insurance, Benefits Underwriting Coordinator

Michal Hartley **Benefits Business Analyst, Clearwater**

Michal is a Benefits Analyst at Bouchard Insurance. She is responsible for benchmarking best practices, researching and estimating industry trends, tracking legislation, and consulting with clients on group benefit plan utilization strategy. Michal joined Bouchard Insurance in 2011 as a Benefit Account Manager. Prior to joining Bouchard Insurance, she spent 4 years at Aon in the Group Benefits Department. Michal is also experienced in the management of Taft-Hartley Trust Funds, her former clients being in the aerospace, manufacturing, and construction industry, as well as in the trucking industry. Michal's career includes benefit management roles at Lockheed Martin and Benesys, Inc. Michal currently holds a 2-15 Life, Health, and Variable Annuities license. When not working, Michal enjoys being outdoors with family and friends, and enjoys the sport of epee fencing.

Work Experience

1988 – 2002: Lockheed Martin, Payroll Accounting and Employee Benefits (moved out of state)

2003 – 2007: BeneSys, Inc. (Troy MI & St. Louis MO), Plan Associate - Administration of Taft Hartley Trust Funds (moved back to Florida)

2007 – 2011: Aon Hewitt (Tampa FL), Specialist Benefits Consulting

2011 – Current: Bouchard Insurance, Benefit Account Manager, promoted in 2012 to Benefits Business Analyst

Kelly Davis **Benefit Client Advocate, Clearwater**

Kelly began working as a large group employee benefits consultant in 2000 and she has been a healthcare consumer rights lobbyist since 2005. In 2014, Kelly joined the Bouchard team as a Benefit Client Advocate. Kelly's focus is on self-funded benefit programs, total healthcare risk management and healthcare reform compliance. With experience consulting for hospitals, school boards, municipalities, sheriff's offices, county governments, Medicare plans, and public and private sector large group employers, she has been able to delve deep in to the alternative funding methodologies nationwide, and knows what actually works. Kelly has her AIP (Associate Insurance Professional) designation and has been published in the Tampa Bay Business Journal. She is the past President and Legislative Chair Person for the Tampa Bay Association of Health Underwriters. Kelly is proud to serve as a Board Member and Campaign Chair for the Tampa Metro YMCA. Fun fact: Kelly is a Florida native born in St. Petersburg, Florida. She is an avid reader and loves to spend time with her family.

Work Experience

2002 – 2006: Lykes Insurance, Inc, Benefits Account Manager

2006 – 2009: Jack Rice Insurance Inc, Senior Benefits Producer

2009 – 2010: First Service Administrator, Director of Account Management and Business Development, Promoted to Project and Implementation Manager

2010 – 2012: OMS Group, Senior Employee Benefits Consultant

2012 – 2014: Allstrust Insurance, Senior Employee Benefits Consultant

2014 – Current: Bouchard Insurance, Benefit Client Advocate

Daniel Posada **Human Resources Consultant, Clearwater**

Dan began his insurance & Professional Employer Organizations (PEO) career in 2002 and joined Bouchard Insurance in 2006. Dan brought with him years of consultative, PEO and managerial experience in the field of human resources. Dan focuses heavily on employment law, HR compliance training, and employment practices liability. His understanding of employment law and employee relations allows him to offer exceptional consultative services. Dan has been a national member of the Society for Human Resource Management (SHRM) since 1997 and holds a professional designation of (SPHR) Senior Professional in Human Resources, as recognized by SHRM. Dan is also a decorated veteran of the United States Armed Forces, honorably serving in the U.S. Navy from 1985-1990.

Work Experience

1990 – 1993: Sprint Staffing, Inc, Branch Manager

1993 – 1996: Tropical International, HR & Benefits Manager

1996 – 1999: Staffing Concepts, Field HR Consultant

1999 – 2001: Café Cohiba, Inc, Owner

2001 – 2004: Selective HR Solutions, Regional HR Consultant

2004 – 2006: National Retail Flooring, VP of Human Sources

2006 – Current: Bouchard Insurance, Human Resources Consultant



LOCATION AND ACCESSIBILITY

Provide the name, office location and resume of academic training and employment of the Account Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following:

1. Number of accounts for which the Account Executive is responsible;
2. How the City's account would compare in size and scope to other clients of the agent/broker;
3. Steps the Account Executive or the firm will take to assure that proper attention will be given to the City's account as your book of business grows; and
4. Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and/or the City's employees.
5. Provide timeframe for staff response to any City inquires.

The City of Port Orange will be managed by the account executive team of Josh Weaver and Erica Bereczki. They are both primarily located out of our Maitland office:

485 N Keller Rd Suite 450
Maitland, FL 32751

1. *Number of accounts for which the Account Executive is responsible.*

Josh and Erica handle a book of business that consists of 16 major clients in the Central Florida area. Each account is considered a large group with 200 or more employees. 50% of the book is large public sector employers with up to 1500 employee lives. Each client receives dedicated one on one attention to their employee benefits portfolio as described throughout this RFP.

2. *How the City's account would compare in size and scope to other clients of the agent/broker.*

The City of Port Orange fits right into the mold of Bouchard's ideal client. The City would be one of our larger more high profile clients and therefore would garner more attention and resources. Your Account Executive team currently maintains clients in a size range of 200 – 1500 lives, and consists of fully-insured, level-funded, and self-funded accounts. Our clients have incorporated unique ways to cut costs in the midst of rising medical trends such as a concierge prescription service and on site medical clinic.

3. *Steps the Account Executive or the firm will take to assure that proper attention will be given to the City's account as your book of business grows.*

Bouchard Insurance is constantly building on its existing resources as we continue to grow and achieve our goal of becoming the largest privately held agency in the Southeast by the year 2020. Bouchard Insurance takes a team approach in the management of the accounts so that regardless of how large any one person's book grows, the agency is equipped to manage those accounts without existing clients experiencing a disruption in the services provided.

Being a privately held agency, we are able to reinvest in ourselves and our clients adding new resources and tools to offer our clients year after year. As an example, last year we expanded on our Benefits Compliance team, added a robust benchmarking system, and implemented a new Customer Service Response unit to support the Account Managers.

4. *Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and/or the City's employees.*

First and foremost the City of Port Orange's administrators will have access to a direct line of communication to your Account Executive team. Part of our responsibility to our clients is to be available at all times, whenever you need us. Your Account Executive team is based in the Maitland office, a short drive away. In addition, we have an established a back up system consisting of a dedicated email and service line for all employee benefit clients. Calls and messages that come in on these lines go to every account manager for immediate attention should a member of your benefit team, not be readily available.

5. *Provide timeframe for staff responses to any City inquiries.*

Initial responses are made in one business day. Updates to inquiries are sent often until the issue is resolved.

Provide dedicated personnel as the primary contact for managing the account relationship with the City of Port Orange (specify names and areas of responsibility for each person).

The Bouchard benefits team for the City of Port Orange has vast experience in public sector benefit plans, compliance and ACA regulations. Detail is given in the Staff Qualifications section of this RFP.

Josh Weaver, Sales Executive

Overall account risk and management responsibility. Front line of communications for benefit team.

Erica Berezcki, Senior Benefits Consultant

Claims monitoring, renewal analysis, marketing, escalated claims and service issues, compliance on state and federal level, as well as oversee the management of the account.

Kelly Davis, Benefits Liaison

ACA compliance and reporting. Local, state and federal regulations.

Dan Posada, HR Consultant

General HR consulting and on site employee and manager training.

Libby Anderson, Eligibility Specialist

Administration and tracking for benefits enrollments, terminations and changes. Assist with billing audits and errors.

Dorothy David, Benefits Underwriting Coordinator

Works close with all carriers, markets employee benefits as needed. Begins analysis of responses and negotiations for Sales Executive and Senior Benefits Consultant.

Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required.

The City of Port Orange has a large benefits team assigned once the award is made. This team works hand in hand on your benefits account. This allows each member to be able to pick up and assist in place of another if needed. As an additional back up, we have a dedicated email and service line for all employee benefit clients. Calls and messages that come in on this line go to every account managers for immediate attention should a member of your benefit team not be readily available.

Two or more members of your team will be present at scheduled meetings. The topics of discussion will dictate which team member is most appropriate to attend. For example, your Sales Executive and Senior Benefits Consultant would attend your renewal meeting, or the Business Development Advisor and Human Resources Consultant would attend a wellness/training meeting.



Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active."

1. Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.
2. Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. The City of Port Orange does not need to be named as a certificate holder for purposes of submitting a proposal to this RFP. However, upon recommendation of award of contract for this RFP, the selected Vendor will be required to submit an official ACORD Form naming the City of Port of Orange as a Certificate Holder.

FLORIDA DEPARTMENT of FINANCIAL SERVICES

ROGER BOUCHARD INSURANCE INC

101 STARCREST DRIVE
CLEARWATER FL 33765

Agency License Number L001718

Location Number: 26201

Issued On 05/10/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT of FINANCIAL SERVICES

ROGER BOUCHARD INSURANCE INC

222 CHURCH STREET
KISSIMMEE FL 34741

Agency License Number L001753

Location Number: 25085

Issued On 05/10/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT of FINANCIAL SERVICES

ROGER BOUCHARD INSURANCE INC

485 N KELLER RD SUITE 450
MAITLAND FL 32751

Agency License Number L077922

Location Number: 232336

Issued On 04/02/2012

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JOSHUA RYAN WEAVER

License Number : W138099

Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH
- 0220 - GENERAL LINES (PROP & CAS)

Issue Date

09/25/2013
04/16/2013

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>.



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ERICA LYN BERECKZI

License Number : E176617

Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

05/19/2005

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>.



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

TIMOTHY CAMPBELL POTTER

License Number : A210247

Resident Insurance License

- 0240 - HEALTH
- 0218 - LIFE & HEALTH

Issue Date

- 11/15/1990
- 11/15/1990

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://difs.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MICHAL HARTLEY

License Number : P196245

Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

06/08/2009

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

DOROTHY DAVID

License Number : W111247

Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

08/06/2013

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://difs.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jeff Atwater
Chief Financial Officer
State of Florida

Client#: 3384

ROGERBOU

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/05/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard Insurance, Inc. 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481	CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): 727 449-1267 E-MAIL ADDRESS: clcerts@bouchardinsurance.com																					
INSURED Roger Bouchard Insurance, Inc. P O Box 6090 Clearwater, FL 33758-6090	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Homeland Insurance Co of NY</td><td>34452</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Homeland Insurance Co of NY	34452	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omission			INP0050416	12/31/2016	06/30/2018	\$10,000,000 Retention: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** Supplemental Name ******First Supplemental Name applies to all policies - Roger Bouchard Ins. Inc. DBA Bouchard Insurance****Bouchard Insurance, Inc.****Bouchard Flood Insurance, LLC****(See Attached Descriptions)****CERTIFICATE HOLDER****CANCELLATION****FOR INFORMATIONAL PURPOSES**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD 25 (2014/01) 1 of 2
#S582334/M571166

The ACORD name and logo are registered marks of ACORD

JENWO

Client#: 3384

ROGERBOU

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard Insurance, Inc. 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481		CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): 727 449-1267 E-MAIL ADDRESS: clcerts@bouchardinsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Valley Forge Insurance Co	
		INSURER B : Continental Casualty Company	
		INSURER C : Continental Insurance Company	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	4034425676	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		Y	4034425662	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10000			4034425709	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	4034425693	01/01/2017	01/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTICE:

Bouchard Insurance is required to comply with the licensing agreement we hold with ACORD.

ACORD, in conjunction with the Department of Insurance, creates and enforces the rules and regulations pertaining to proper use of the Certificate of Liability Insurance form.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATIONAL PURPOSES	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

1. This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
2. This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
3. This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
4. This shall include any debarment actions against your company by the City or other public entity.
5. Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
6. Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

LITIGATION

TMG v. Bouchard Insurance

Underlying claim is styled TMG v Child & Family Connections (CFC), Inc. et al. CFC settled with TMG and assigned the rights of CFC to the plaintiff. TMG as assignee of CFC filed suit in 2015. Bouchard has filed a motion to dismiss the litigation.

Mebco v. Bouchard Insurance

Mebco was not a client of Bouchard, however, they filed a claim for \$2.8 million based on workers' compensation insurance placed for Personet, a former client of Bouchard who is now defunct. While there appeared to be no merit to the claim, Bouchard settled the case for \$15,000 in 2016.

Stonehenge v. Bouchard Insurance

Bouchard Insurance vs. Stonehenge Insurance litigation is still pending, but the Court ruled in favor of Bouchard's claim to define the oral agreement. Claim stems from a co-broker agreement without a written contract and therefore a breach of oral contract. Courts ordered both parties to settle based on the Court's ruling of the agreement. Bouchard expects a \$150,000 payment from Stonehenge due to the Court's ruling.

CONSOLIDATED FINANCIAL STATEMENTS

**BOUCHARD INSURANCE, INC.
AND SUBSIDIARIES**

DECEMBER 31, 2015 and 2014

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Stockholders of
Bouchard Insurance, Inc.
Clearwater, FL

We have audited the accompanying consolidated financial statements of Bouchard Insurance, Inc. (a Florida S Corporation) and subsidiaries, which comprise the consolidated balance sheets as of December 31, 2015 and 2014, and the related consolidated statements of operations and comprehensive income, stockholders' deficit and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Bouchard Insurance, Inc. and subsidiaries as of December 31, 2015 and 2014, and the results of their operations, comprehensive income, stockholders' deficit and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Broyles, Rooks & Johnson, CPAs, P.A.

Tampa, FL
April 28, 2016

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES
(An S Corporation)
CONSOLIDATED BALANCE SHEETS

	December 31, 2015	December 31, 2014
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 820,541	\$ 619,252
Restricted cash	364,020	877,961
Premiums, commissions and fees receivable	7,044,403	4,598,503
Prepaid expenses	408,175	376,143
Stockholder and employee notes receivable	458,637	78,877
Other current assets	<u>30,001</u>	<u>77,862</u>
TOTAL CURRENT ASSETS	9,125,777	6,628,598
PROPERTY, EQUIPMENT & INTANGIBLES		
Fixed assets, net	4,809,514	5,210,848
Goodwill	10,499,864	10,499,864
Amortizable intangible assets, net	<u>75,004</u>	<u>111,883</u>
NET PROPERTY, EQUIPMENT & INTANGIBLES	15,384,382	15,822,595
OTHER ASSETS		
Stockholder and employee notes receivable - net of current portion	38,000	433,628
Cash surrender value of life insurance	607,691	729,118
Other assets	<u>37,925</u>	<u>48,330</u>
TOTAL OTHER ASSETS	683,616	1,211,076
TOTAL ASSETS	<u>\$ 25,193,775</u>	<u>\$ 23,662,269</u>
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES		
Premiums and accounts payable	\$ 4,343,206	\$ 3,415,571
Accrued expenses and other current liabilities	6,151,380	4,284,108
Obligations under capital leases payable	13,932	31,492
Swap transaction	54,871	70,203
Reducing revolving line of credit	3,861,000	3,574,451
Notes payable - other	<u>805,456</u>	<u>82,404</u>
TOTAL CURRENT LIABILITIES	15,229,845	11,458,229
LONG TERM LIABILITIES		
Obligations under capital leases payable - net of current portion	-	13,931
Swap transaction - net of current portion	46,020	101,923
Reducing revolving line of credit - net of current portion	13,177,970	19,048,664
Notes payable - other net of current portion	<u>7,172,637</u>	<u>329,616</u>
TOTAL LONG TERM LIABILITIES	20,396,627	19,494,134
TOTAL LIABILITIES	<u>\$ 35,626,472</u>	<u>\$ 30,952,363</u>
STOCKHOLDERS' DEFICIT		
Common stock, \$.01 par value; 8,000,000 shares authorized; 4,500,000 shares issued; 950,025 and 1,168,675 outstanding respectively	\$ 45,000	\$ 45,000
Additional paid in capital - Common Stock	4,455,000	4,455,000
Retained earnings	40,624,099	36,346,180
Accumulated other comprehensive loss	(100,891)	(172,126)
Treasury stock, at cost; 3,549,975 and 3,331,325 common shares respectively	(55,548,695)	(47,977,938)
Additional paid in capital - Treasury Stock	<u>92,790</u>	<u>13,790</u>
TOTAL STOCKHOLDERS' DEFICIT	<u>(10,432,697)</u>	<u>(7,290,094)</u>
COMMITMENTS AND CONTINGENCIES		
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	<u>\$ 25,193,775</u>	<u>\$ 23,662,269</u>

The accompanying notes are an integral part of these financial statements.
See independent auditor's report

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES**(An S Corporation)****CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME**

	Year ended December 31, <u>2015</u>	Year ended December 31, <u>2014</u>
REVENUES		
Commissions and fees	\$ 36,612,881	\$ 34,925,383
Investment income	213,282	346,990
Other income	<u>9,693</u>	<u>172,598</u>
TOTAL REVENUES	<u>36,835,856</u>	<u>35,444,971</u>
EXPENSES		
Employee compensation and benefits	21,518,506	19,962,561
Other operating expenses	6,141,107	5,930,157
Amortization	36,878	660,084
Depreciation	640,803	517,585
Interest expense	<u>733,143</u>	<u>987,161</u>
TOTAL EXPENSES	<u>29,070,437</u>	<u>28,057,548</u>
NET INCOME	7,765,419	7,387,423
COMPREHENSIVE INCOME:		
Cash flow hedges:		
Effective portion of changes in settlement value of derivative instruments designated as cash flow hedges	<u>71,235</u>	<u>68,931</u>
TOTAL COMPREHENSIVE INCOME ATTRIBUTABLE TO COMPANY	<u>\$ 7,836,654</u>	<u>\$ 7,456,354</u>

The accompanying notes are an integral part of these financial statements.

See independent auditor's report

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES
(An S Corporation)
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT

	<u>Common Stock</u>	<u>Additional Paid-In Capital Common Stock</u>	<u>Retained Earnings</u>	<u>Accumulated Other Comprehensive Income</u>	<u>Treasury Stock</u>	<u>Additional Paid-In Capital Treasury Stock</u>	<u>Total</u>
Balance at January 1, 2014	\$ 45,000	\$ 4,455,000	\$ 32,475,059	\$ (241,057)	\$ (47,525,407)	\$ 30,968	\$ (10,760,437)
Net income	-	-	7,387,423	-	-	-	7,387,423
Swap transaction	-	-	-	68,931	-	-	68,931
Stockholder distributions	-	-	(3,516,302)	-	-	-	(3,516,302)
Purchase of treasury stock	-	-	-	-	(581,472)	(17,178)	(598,650)
Reissuance of treasury stock	-	-	-	-	43,941	-	43,941
Purchase price adjustment	-	-	-	-	85,000	-	85,000
Balance at December 31, 2014	45,000	4,455,000	36,346,180	(172,126)	(47,977,938)	13,790	(7,290,094)
Net income	-	-	7,765,419	-	-	-	7,765,419
Swap transaction	-	-	-	71,235	-	-	71,235
Stockholder distributions	-	-	(3,487,500)	-	-	-	(3,487,500)
Purchase of treasury stock	-	-	-	-	(7,644,357)	-	(7,644,357)
Reissuance of treasury stock	-	-	-	-	73,600	79,000	152,600
Balance at December 31, 2015	\$ 45,000	\$ 4,455,000	\$ 40,624,099	\$ (100,891)	\$ (55,548,695)	\$ 92,790	\$ (10,432,697)

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES
(An S Corporation)
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year ended December 31, <u>2015</u>	Year ended December 31, <u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 7,765,419	\$ 7,387,423
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization	36,878	660,084
Depreciation	640,803	517,585
Net proceeds from cash surrender value of life insurance	129,369	-
Gain on cash surrender value of life insurance	(7,942)	(5,187)
Gain on sale of customer accounts	-	(155,045)
(Increase) decrease in:		
Restricted cash	513,941	1,657,267
Premiums, commissions and fees receivable	(2,445,900)	(1,970,728)
Prepaid expenses	(32,032)	138,874
Other assets	58,266	(73,270)
Increase in:		
Premiums and accounts payable	927,635	80,467
Accrued expenses and other current liabilities	1,867,272	687,105
NET CASH PROVIDED BY OPERATING ACTIVITIES	9,453,709	8,924,575
CASH FLOWS FROM INVESTING ACTIVITIES		
Loan repayments from stockholders and employees	75,068	57,535
Loans given to stockholders and employees	(59,200)	(10,000)
Proceeds from sale of customer accounts	-	155,045
Additions to fixed assets	(239,468)	(901,370)
NET CASH USED BY INVESTING ACTIVITIES	(223,600)	(698,790)
CASH FLOWS FROM FINANCING ACTIVITIES:		
New borrowings:		
Reducing revolving line of credit	42,468,440	47,595,744
Stockholder seller financed notes	7,644,357	412,020
Debt Reduction:		
Stockholder seller financed notes	(78,284)	(7,428,357)
Reducing revolving line of credit	(48,052,585)	(44,479,629)
Capital leases	(31,491)	(29,720)
Re-issuance of treasury stock	152,600	43,941
Purchase of treasury stock	(7,644,357)	(598,650)
Adjustment to purchase price of treasury stock	-	85,000
Stockholder distributions	(3,487,500)	(3,516,302)
NET CASH USED BY FINANCING ACTIVITIES	(9,028,820)	(7,915,953)
NET INCREASE IN CASH	201,289	309,832
CASH AT THE BEGINNING OF YEAR	619,252	309,420
CASH AT THE END OF THE YEAR	<u>\$ 820,541</u>	<u>\$ 619,252</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for - Interest	\$ 733,143	\$ 987,161
Fixed assets purchased by incurring liabilities	-	-

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES

Nature of Operations

Bouchard Insurance, Inc., a Florida S Corporation, and its wholly owned subsidiaries (Roger Bouchard, Inc. and Bouchard Flood Insurance, LLC) (collectively “Bouchard” or the “Company”) is a general insurance agency that sells property, casualty, life, flood and health insurance through several major insurance carriers. The Company’s headquarters are in Clearwater, with branch offices in Kissimmee, Maitland, Fort Myers and Sarasota, Florida. The Company conducts all of its business in the State of Florida. See Note O below.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of Bouchard Insurance, Inc. and its subsidiaries. All significant inter-entity account balances and transactions have been eliminated in the consolidated financial statements.

Revenue Recognition

Commission revenues are recognized as of the effective date of the insurance policy or the date on which the policy premium is billed to the customer, whichever is later. At that date, the earnings process has been completed, and the Company can reliably estimate the impact of policy cancellations for refunds and establish reserves accordingly. The Company estimates its revenue and related commission expense from its direct bill activities based on historical collection and payment information. In 2014, the Company offset \$836,387 of advance premium invoiced/received from policyholders as a reduction in premiums, commissions and fees receivable. In 2015, the Company reflects advanced premiums as a liability included in accrued expenses and other current liabilities. Profit-sharing contingent commissions from insurance companies are recognized when determinable, which is generally when such commissions are received.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, as well as disclosure of contingent assets and liabilities, at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates. Significant items subject to estimates and assumptions include

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES - CONTINUED

Use of Estimates - Continued

the reserve for policy cancellations, the revenue and expenses from direct bill activities, the amount designated as restricted cash for unremitted net premiums, carrying amounts of property, equipment and intangibles, and contingencies.

Advertising Costs

Advertising costs are included in other operating expenses and are expensed as incurred. Advertising expense totaled \$152,016 and \$175,622 at December 31, 2015 and 2014, respectively.

Fixed Assets

Fixed assets (other than capital leases), including any leasehold improvements, are carried at cost, less accumulated depreciation and amortization. Capital leases are recorded at the present value of minimum lease payments and are more fully explained in Note G. Expenditures for improvements are capitalized. Expenditures for maintenance and repairs are expensed to operations as incurred. Upon sale or retirement, the cost and related accumulated depreciation and amortization are removed from the accounts and the resulting gain or loss, if any, is reflected in other income. Depreciation has been determined using the straight line method over the estimated useful lives of the related assets, which range from 3 to 39 years.

Goodwill and Amortizable Intangible Assets

In a prior year, the Company purchased all of the assets of Roger Bouchard Insurance, Inc., which became a wholly owned subsidiary of the Company. The acquisition was accounted for using the purchase method of accounting. The total purchase price was \$25,395,015, of which approximately \$10,500,000 was allocated to goodwill.

The Company allocated goodwill based upon the excess of the purchase price of the acquisition over the fair market value of the identifiable tangible and amortizable intangible assets acquired. While the Company does not amortize its goodwill, it is subject to at least an annual assessment, and more frequently in the presence of circumstances, for impairment by applying a fair value-based test. Amortizable intangible assets are amortized over their estimated useful lives and are also subject to impairment review. The Company compares the fair value of each reporting unit with its carrying amount to determine if there is potential impairment of goodwill. If the fair value of the reporting unit is less than its carrying value, an impairment loss is recorded to the

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES - CONTINUED

Goodwill and Amortizable Intangible Assets - Continued

extent that the fair value of the goodwill within the reporting unit is less than its carrying value. The Company estimates fair value based on a weighted composite value of earnings which is based in part by an independent appraisal performed by an unrelated third party. The Company completed annual assessments as of September 30, 2015 and 2014 and determined that the fair value of goodwill and amortizable intangible assets substantially exceed the carrying value of such assets. Therefore, as of December 31, 2015 and 2014, there are no accumulated impairment losses. See additional discussion below relating to foreign equity securities.

Amortizable intangible assets are stated by the Company at cost, less accumulated amortization, and consist of purchased customer accounts and loan costs. Purchased customer accounts and loan costs are amortized on a straight line basis over 10 years and the life of the loan, respectively. Purchased customer accounts primarily consist of records and files that contain information about insurance policies and the related insured parties that are essential to policy renewals.

The carrying value of intangibles attributable to each business or asset group comprising the Company is periodically reviewed by management to determine if the facts and circumstances suggest they may be impaired. In the insurance agency industry, it is common for agencies or customer accounts to be acquired at a price determined as a multiple of either their corresponding revenues or EBITDA. Accordingly, the Company assesses the carrying value of its intangible assets by considering its weighted composite value of earnings. Any impairment identified through this assessment may require that the carrying value of related intangible be adjusted. No impairments have been recorded or identified for the years ended December 31, 2015 and 2014.

Income Taxes

The Company, with the consent of its stockholders, elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, the Company does not pay federal or state corporate income taxes on its taxable income. Instead, the Company's stockholders are individually liable for income taxes on the Company's taxable income. Accordingly, no provision for income taxes is recorded in these financial statements. The Company remains subject to U.S. federal, state and local tax examinations by major tax jurisdictions for years 2013, 2014 and 2015.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES - CONTINUED

Stock-Based Compensation

In 2015 and 2014, based on verbal agreements, the Company has promised several minority stockholders the right to purchase additional shares of stock in the Company. If the market value of the Company's stock is greater than the strike price at the time of purchase, the excess is recorded as compensation to the employee.

In 2015, based on a verbal agreement, one minority stockholder exercised an option to purchase 5,000 shares of the Company's stock at a strike price of \$25.21 using a fair value of \$30.52. The Company reissued treasury stock when the option was exercised.

In 2014, based on verbal agreements, the Company had promised two minority stockholders the right to purchase additional shares of stock in the Company at a set strike price of \$11.47 per share. One minority stockholder exercised 1,743 of these options at such strike price using a fair value of \$25.21 per share. The Company subsequently repurchased the 7,403 shares owned by this stockholder upon termination of the stockholder. The Company re-issued treasury stock when the options were exercised. See also Notes K and P below.

Recent Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board ("FASB"), issued Accounting Standards Update ("ASU") 2016-02, "Leases (Topic 842)" ("ASU-2016-02"), which provides guidance for accounting for leases. Under ASU 2016-02, the Company will be required to recognize the assets and liabilities for the rights and obligations created by leased assets. ASU 2016-02 will take effect for the Company for fiscal years beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2020. The Company is currently evaluating its leases against the requirements of this pronouncement.

In January 2016, the FASB issued ASU 2016-01, "Financial Instruments (Topic 825)" ("ASU-2016-01"), which provides guidance for recognition and measurement of financial assets and financial liabilities. The ASU makes targeted improvements to generally accepted accounting principles in such areas as accounting equity investments, simplifying the impairment assessment of equity investments without readily determinable fair values, eliminating the requirement to disclose the fair value of financial instruments, etc. ASU 2016-01 is effective for the Company for fiscal years beginning after December 15, 2018 and interim periods within fiscal years beginning after December 15, 2019. The Company believes the adoption of this guidance will have an immaterial effect on its consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES - CONTINUED

Recent Accounting Pronouncements - continued

In November 2015, FASB issued ASU No. 2015-17, “Income Taxes (Topic 740) – Balance Sheet Classification of Deferred Taxes” (“ASU 2015-17”), which simplifies the presentation of deferred income taxes by requiring deferred tax assets and liabilities be classified as a single non-current item on the balance sheet. ASU 2015-17 is effective for the Company for financial statements issued for annual periods beginning after December 15, 2017, and interim periods within annual periods beginning after December 15, 2018. Since the Company is taxed as an S Corporation, see Income Taxes above, the Company believes the adoption of this guidance will have an immaterial effect on its consolidated financial statements.

In September 2015, FASB issued ASU No. 2015-16, “Business Combinations (Topic 805): Simplifying the Accounting for Measurement-Period Adjustments” (“ASU 2015-16”), which requires that an acquirer recognize adjustments to provisions amounts that are identified during the measurement period in the reporting period in which the adjustment amounts are determined. ASU 2015-16 is effective for the Company for fiscal years beginning after December 15, 2016 and interim periods within fiscal years beginning after December 15, 2017. The Company is currently evaluating the impact ASU No. 2015-16 will have, if any, on its consolidated financial statements.

In April 2015, FASB issued ASU No. 2015-05, “Intangibles-Goodwill and Other-Internal-use Software (Subtopic 350-40): Customer’s Accounting for Fees Paid in a Cloud Computing Arrangement” (“ASU 2015-05”), which issues guidance on determining whether a cloud computing arrangement contains a software license that should be accounted for as internal-use software. If a cloud computing arrangement does not contain a software license, it should be accounted for as a service contract. This guidance is effective for the Company for annual periods beginning after December 15, 2015, and interim periods in annual periods beginning after December 15, 2016. The Company is currently evaluating the impact ASU No. 2015-05 will have, if any, on its consolidated financial statements.

In May 2014, FASB issued ASU No. 2014-09, “Revenue from Contracts with Customers” (“ASU 2014-09”), which provides guidance for revenue recognition. ASU 2014-09 affects any entity that either enters into contracts with customers to transfer goods and services or enters into contracts for the transfer of nonfinancial assets and supersedes the revenue recognition requirements in Topic 605, “Revenue Recognition,” and most industry specific guidance. The standard’s core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which a company expects to be entitled in exchange

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES - CONTINUED

Recent Accounting Pronouncements - continued

for those goods or services. In doing so, companies will need to use more judgment and make more estimates than under today's guidance. These may include identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. ASU 2014-09 is effective for the Company for annual reporting periods after December 15, 2018 and interim period within annual periods beginning after December 15, 2019. Early adoption is not permitted. The Company is currently evaluating the method and impact the adoption of ASU 2014-09 will have on the Company's consolidated financial statements.

In August 2014, FASB issued ASU 2014-15, "Disclosure of Uncertainties About an Entity's Ability to Continue as a Going Concern," ("ASU 2014-15"), which addresses management's responsibility in evaluating whether there is substantial doubt about a company's ability to continue as a going concern and to provide related footnote disclosures. ASU 2014-15 is effective for fiscal years beginning after December 15, 2016 and for interim periods within those fiscal years, with early adoption permitted. The Company does not expect to early adopt this guidance and it believes the adoption of this guidance will not have a material impact on the consolidated financial statements.

ASU 2014-03, "Derivatives and Hedging Topic 815 Accounting for Certain Receive-Variable Pay Fixed Interest Rate Swaps – Simplified Hedge Accounting Approach" – issued authoritative guidance which allows private companies to measure qualifying instruments at settlement value as opposed to measuring the derivative at fair value. The adoption of this guidance did not have a material impact on the Company's consolidated financial statements. See also Note M below.

ASU 2014-02, Intangibles – Goodwill and Other (Topic 350), which is effective for years beginning after December 15, 2014, would permit the Company to elect an accounting alternative policy and begin amortizing its Goodwill over a period not to exceed 10 years. The Company has not elected this accounting alternative policy and will continue to test for impairment of its Goodwill based on the above discussion.

Reserve for Policy Cancellations

The Company specifically analyzes premiums, commissions and fees receivable and historical bad debts, customer credit-worthiness, current economic trends, and changes in customer payment terms and collection trends when evaluating the adequacy of its reserve. Any change in the

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES - CONTINUED

Reserve for Policy Cancellations – continued

assumptions used in analyzing a specific premium, commission and fee receivable may result in an additional reserve being recognized in the period in which the change occurs. Premiums, commissions and fees receivable are charged to bad debt expense using the reserve method for financial statement purposes and specific identification method for tax purposes. As of December 31, 2015 and 2014, the Company has established a reserve of approximately \$41,500.

Cash and Cash Equivalents

For purposes of the consolidated statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less (that are readily convertible to cash) to be cash equivalents. The balances of the Company bank accounts, at times, may exceed federally insured limits.

Restricted Cash and Premiums, Commissions and Fees Receivable

In its capacity as an insurance agent or broker, the Company collects premiums from insureds and after deducting its authorized commissions, remits the net premiums to the appropriate insurance company or companies. As reported in the financial statements these “premiums” are receivables from the insured. In other circumstances the insurance companies collect premiums directly from the insureds and remit the applicable commissions to the Company. These are reported as “commissions” and are receivables from the insurance companies. “Fees” are primarily receivables due from customers. Unremitted net insurance premiums are designated as restricted cash until disbursed to the insurance company, which generally occurs in the next reporting cycle. The estimated portion of unremitted net insurance premiums reflected as restricted cash for the years ending December 31, 2015 and 2014 were \$364,020 and \$877,961 respectively.

Comprehensive Income

The Company’s other comprehensive income consists of gains/losses related to derivative financial receive-variable, pay-fixed interest rate swap transactions. See also Derivative Instruments and Note M below.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES **(an S-Corporation)**

Years Ended December 31, 2015 and 2014

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES **- CONTINUED**

Compensated Absences

Compensated absences are not accrued because the amount cannot be reasonably estimated. Management believes such amounts to be nominal.

Reclassifications

Certain reclassifications are made periodically to conform prior year financial information to the current year presentation. These reclassifications have no material impact on the financial statements.

Derivative Instruments

The Company entered into an interest rate swap agreement to hedge the uncertainty of cash outflow due to interest rate payments. The hedged instrument(s) is documented and designated as a cash flow hedge. All derivative instruments are recognized as either assets or liabilities. Consistent with FASB Accounting Standards Update No. 2014-03, dated January 2014, the Company measures the hedged item at the present value of remaining estimated cash flows to determine the settlement value as opposed to fair value. The primary difference between settlement and fair value is that non-performance risk is not considered in settlement value. The effective portion of the gain or loss on the derivative is recorded in other comprehensive income. See also Note M below.

Foreign Equity Securities

The Company owns preferred shares of Amerisure RE (Bermuda) Ltd., a corporation formed under the laws of Bermuda. When purchasing Roger Bouchard Insurance, Inc., the Company recorded any value associated with this investment as a component of its goodwill.

Concentration of Risk

The Company maintains its demand bank accounts at high credit quality financial institutions. The balances, at times, may exceed federally insured limits. The Company conducts the majority of its business within the State of Florida.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE B – STOCKHOLDER and EMPLOYEE NOTES RECEIVABLE

In a prior year, the Company loaned two stockholders \$813,534 to be used to purchase shares of the Company's common stock. At December 31, 2015 and 2014, the interest rate on these loans was 5% and the remaining balance outstanding was \$438,637 and \$495,277 respectively. The notes mature in December 2016. See also Note H below.

As of December 31, 2015 and 2014, employee notes receivable totaled \$58,000 and \$17,228, respectively.

NOTE C – AMORTIZABLE INTANGIBLE ASSETS

Amortizable intangible assets at December 31, 2015 and 2014 consisted of the following:

<u>Description</u>	<u>2015</u> <u>Gross Carrying Value</u>	<u>2014</u> <u>Gross Carrying Value</u>
Purchased customer accounts	\$6,281,104	\$6,281,104
Other	<u>266,247</u>	<u>266,247</u>
Total	\$6,547,351	\$6,547,351
Less accumulated amortization	<u>(6,472,347)</u>	<u>(6,435,468)</u>
Net carrying value	<u>\$ 75,004</u>	<u>\$ 111,883</u>

Amortization expense recorded for amortizable intangible assets for the years ended December 31, 2015 and 2014 were \$36,878 and 660,084 respectively.

NOTE D – FIXED ASSETS

Fixed assets (including capitalized equipment and furniture of \$110,473) at December 31, 2015 and 2014 consisted of the following:

	<u>2015</u>	<u>2014</u>
Building, land and improvements	\$5,065,737	\$5,034,225
Office equipment	276,546	239,896
Furniture & fixtures	1,030,824	1,051,159
Computer equipment	<u>2,327,076</u>	<u>2,342,542</u>
Total cost	8,700,183	8,667,822
Less accumulated depreciation	<u>(3,890,669)</u>	<u>(3,456,974)</u>
Total	<u>\$4,809,514</u>	<u>\$5,210,848</u>

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE D – FIXED ASSETS - CONTINUED

Depreciation expense for fixed assets amounted to \$640,803 and \$517,585 for the years ended December 31, 2015 and 2014, respectively. The Company includes depreciation expense on capitalized equipment and furniture in accumulated depreciation. Depreciation expense for capitalized equipment and furniture amounted to \$27,666 and \$29,988 for the years ended December 31, 2015 and 2014, respectively.

The Company tests long lived assets for potential impairment annually. The Company has identified no losses from impairment as of December 31, 2015 and 2014.

NOTE E – ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES

Accrued expenses and other liabilities at December 31, 2015 and 2014 consisted of the following:

	<u>2015</u>	<u>2014</u>
Accrued expenses	\$ 1,277,746	\$1,774,080
Accrued commission expense	1,268,557	1,404,167
Accrued employee benefits	543,206	454,746
Unearned prebill premium	2,826,129	317,576
Other	<u>235,742</u>	<u>333,539</u>
Total	<u>\$6,151,380</u>	<u>\$4,284,108</u>

NOTE F – NOTES PAYABLE

Notes payable at December 31, 2015 and 2014 consisted of the following:

	<u>2015</u>	<u>2014</u>
Seller financed notes	\$ 7,978,093	\$ 412,020
Reducing revolving lines of credit	<u>17,038,970</u>	<u>22,623,115</u>
Total notes payable	25,017,063	23,035,135
Less current portion	<u>(4,666,456)</u>	<u>(3,656,855)</u>
Notes payable – net of current portion	<u>\$ 20,350,607</u>	<u>\$ 19,378,280</u>

The Company has two revolving lines of credit. In a prior year the Company refinanced \$27,500,000 of its debt with an unrelated lender via a reducing revolving line of credit (the “Line”). This Line matures December 20, 2017 and is personally guaranteed by the stockholders of the Company. Interest on the Line shall accrue at a rate per year, as defined and adjusted by the lender.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE F – NOTES PAYABLE - CONTINUED

As of December 31, 2015 and 2014, the interest rate was approximately 3.9%. Beginning in years subsequent to 2012, the Company shall make a principal payment equal to fifty percent (50%) of the Company “excess cash flow”, as defined by the lender. For the years ended December 31, 2015 and 2014, the excess cash flow amounts payable in 2016 and 2015, equaled approximately \$611,000 and \$324,451 respectively. The Line is collateralized by a perfected security interest in all the personal property and assets of the Company now existing or hereinafter acquired and in all the capital stock of the Company, including any and all treasury stock. As a condition to financing, the agreement with the lender includes various covenants, limitations and events of default. The amount outstanding on the Line as of December 31, 2015 and 2014 was \$12,747,303 and \$17,752,540, respectively.

In a prior year, the Company entered into several loan agreements (seller financed notes) with its stockholders to purchase shares of their common stock. The Company repaid a portion of its seller financed notes before maturity at a discount in 2013. The remainder of the seller financed notes, due to mature on December 31, 2018, were repaid fully in June 2014 with the proceeds of an additional reducing revolving line of credit in the amount of \$5,000,000 (“Additional Line”). The Additional Line matures June 27, 2019, and has minimum monthly payments of \$41,667. The interest rate and excess cash flow requirements are the same as those related to the existing line discussed above. For the year ended December 31, 2015, the amount outstanding on the Additional Line was \$4,291,667. See Note K below.

In a prior year, the Company entered into a swap transaction, which the Company designated as a cash flow hedge, with the lender of the Line. The transaction is independent from the terms of the Line. The terms of the swap transaction had an effective date of December 20, 2012, terminating in five years on December 20, 2017. Under the terms of the swap transaction, the Company established a fixed interest rate on a portion of the Line with the lender. The fixed rate is 4.4% per annum on the notional amount of \$12.5 million, as defined and adjusted monthly by the lender. The remainder of the Line (\$15 million) accrues interest at the rate as defined and adjusted by the lender. This swap transaction offers the Company protection in the event of rising interest rates, etc. Conversely, to the extent the interest rates, as defined and adjusted by the lender do not exceed the fixed rate, the Company may incur additional interest expense on the notional amount of the Line. See also Note M below.

On December 31, 2015, the Company repurchased 100% of two stockholder’s common shares and issued a ten year note payable to each stockholder in the amount of \$3,591,464. The notes are unsecured and subordinate to the reduced revolving lines of credit. All payments under the notes shall be applied first to accrued interest, and then to repayment of principal. The interest rate will

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE F – NOTES PAYABLE - CONTINUED

adjust annually based upon the prime rate at the first day of each calendar year. At December 31, 2015, the interest rate on these notes was 2.61%.

On December 31, 2015 and 2014, the Company repurchased 20% of one stockholder's common shares and issued a ten year note payable for each purchase to the stockholder in the amount of \$461,430 and \$412,020, respectively. Based upon an agreement with the stockholder, the Company anticipates repurchasing the stockholder's remaining shares in equal amounts over the next three years. This note is unsecured and subordinate to the reduced revolving lines of credit. All payments under the notes shall be applied first to accrued interest, and then to repayment of principal. The interest rate will adjust annually based upon the prime rate at the first day of each calendar year. At December 31, 2015 and 2014, the interest rate on this note was 2.61% and 3.25%, respectively.

As of December 31, 2015 and 2014, interest expense related to these notes totaled \$733,143 (\$11,499 for seller financed notes) and \$987,161 (\$6,487 for seller financed notes), respectively.

Future minimum annual maturities of long-term debts are summarized as follows:

<u>December 31,</u>	<u>Reduced</u> <u>revolving lines of</u> <u>credit</u>	<u>Other</u> <u>seller financed</u> <u>subordinated</u> <u>notes*</u>	<u>Total</u>
2016	\$ 3,861,000	\$ 805,456	\$ 4,666,456
2017	9,886,304	805,456	10,691,760
2018	500,000	805,456	1,305,456
2019	2,791,666	805,456	3,597,122
2020	0	805,456	805,456
2021 and beyond	0	3,950,813	3,950,813
Total	<u>\$17,038,970</u>	<u>\$ 7,978,093</u>	<u>\$ 25,017,063</u>

* See also Note H below.

NOTE G – LEASING ARRANGEMENTS

The Company leases equipment under various non-cancelable leases that are classified as capital leases.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE G – LEASING ARRANGEMENTS - CONTINUED

Future minimum lease payments under capital leases are as follows:

<u>December 31,</u>	<u>Amount</u>
2016	\$ 16,329
Less executor costs and related profit	<u>(578)</u>
Net minimum lease payments	15,751
Less amounts representing interest	<u>(1,819)</u>
Total	<u>\$ 13,932</u>

The Company leases real property throughout the Tampa Bay surrounding area under various non-cancelable leases that are classified as operating leases.

Future minimum lease payments required under operating leases having an initial or remaining term in excess of one year for the next five years and in the aggregate at December 31 are as follows:

<u>December 31,</u>	<u>Amount</u>
2016	\$ 314,757
2017	287,853
2018	271,501
2019	<u>0</u>
Total	<u>\$ 874,111</u>

The rent expense under these non-cancelable operating leases was approximately \$290,515 and \$268,229 for year ended December 31, 2015 and 2014, respectively.

NOTE H - RELATED PARTY TRANSACTIONS

As discussed in Notes B and F above, the Company has several financing arrangements with several of its stockholders. See the aforementioned notes for additional details.

NOTE I – CONTINGENCIES

The Company was advised in a prior year that a settlement agreement had been reached involving a customer of the Company and an unrelated plaintiff. Such settlement included an assignment of rights to the plaintiff to potentially sue the Company for providing inadequate coverage limits. In

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE I – CONTINGENCIES – CONTINUED

December of 2015, the Company was served with a lawsuit, which alleges errors and omissions on the part of the Company that may result in damages of \$1.75 million, plus interest, fees and costs. The Company has filed a motion to dismiss this litigation and in the interim will continue to defend this litigation.

The Company is involved in a dispute, which attempts to allege vague wrongdoing by the Company relative to the placement of workers' compensation insurance for a new defunct company. In July of 2014, the Company was presented with this lawsuit. Thus far, discovery has not validated either liability or the measure of damages. Therefore, sufficient information is not available to determine whether or not the litigation is alleging anything of merit.

The Company is involved in a dispute related to a commission sharing arrangement with a former unrelated business vendor. This matter was referred to non-binding arbitration, which took place in December of 2014, which resulted in a favorable ruling to the Company. The case has been returned to the court and the matter is set for trial in 2016. As of the date of these financial statements, it is impossible to reasonably estimate the likelihood of liability.

The Company is involved in a dispute with a customer arising from an Uninsured Motorist claim against the customer's insurance carrier. Although the Company believes that the carrier may file an E&O claim against the Company, it is impossible to reasonably estimate the likelihood of liability.

The Company is involved in a dispute with a customer arising from an uncovered claim for theft damage. The customer has stated that it intends to seek damages against the Company.

The Company is involved in a dispute related to the timely reporting of a claim. At this time, it is unknown if the carrier will void coverage on the claim.

Due to the wide variety and the nature of the claims and the uncertainty of any potential liability, it is not possible to predict the potential financial impact on the Company of any adverse decision related to these claims. Therefore, no value has been attributed to the claims in the financial statements.

NOTE J - FAIR VALUE MEASUREMENT

In a prior year, the Company adopted Financial Accounting Standards Board Statement (FASB) ASC 820 *Fair Value Measurements*, which establishes a framework for measuring fair value.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE J - FAIR VALUE MEASUREMENT - CONTINUED

That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

The Company uses a three-level fair value hierarchy as described below:

- | | |
|---------|---|
| Level 1 | Quoted prices in active markets for identical assets or liabilities. |
| Level 2 | Observable inputs, other than quoted prices included in Level 1, such as quoted prices for markets that are not active; or other inputs that are observable or can be corroborated by observable market data. |
| Level 3 | Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. In situations where quoted prices or observable input are unavailable or less reliable, cost is used. |

Financial Assets and Liabilities

The Company does not have any financial assets or liabilities as of December 31, 2015 and 2014 that are measured in the financial statements at fair value on a recurring basis. The Company does have one financial instrument that is measured based upon settlement value as of December 31, 2015 and 2014. See Note M below.

The carrying amounts reported in the balance sheets for cash and cash equivalents, accounts receivable, accounts payable and other current liabilities approximate fair value because of their short-term maturity.

Non-financial Assets and Liabilities

The Company does not have any non-financial assets or liabilities as of December 31, 2015 and 2014 that are measured in the financial statements at fair value on a recurring basis.

NOTE K – TREASURY STOCK

The Company accounts for its treasury stock using a FIFO cost method. As of December 31, 2015 and 2014, the Company had 3,549,975 and 3,331,325 common shares of treasury stock respectively. The Company re-issues treasury stock when stock options are exercised.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE K – TREASURY STOCK - CONTINUED

In 2015 and 2014, 5,000 and 1,743 of stock options were exercised respectively. The option strike price exceeded the cost of the re-issued shares of treasury stock.

As mentioned in Note F above, on December 31, 2015, the Company repurchased 100% of two stockholder's common shares (105,075 shares each) and an additional 20% of one stockholder's common shares (13,500 shares).

During 2014, the Company repurchased a total of 20,903 shares from two stockholders. The Company was provided a purchase price reduction in the amount of \$85,000 as part of the transaction in exchange for release of the stockholder's non-compete agreement with the Company.

NOTE L – RETIREMENT PLAN

The Company sponsors a tax deferred 401(k) defined contribution savings plan which covers substantially all employees who meet minimum service requirements. Employees may defer a percentage of their annual compensation not to exceed the maximum allowable contribution under the Internal Revenue Code. The Company may make matching contributions based on a discretionary non-tiered formula. For the year ended December 31, 2015 and 2014, the Company did not make a matching contribution. The Company accrued a 3% Non-Safe Harbor Non-Elective Contribution (i.e. a profit sharing contribution) to the 401(k) plan for the years ended December 31, 2015 and 2014 totaling approximately \$484,789 and \$417,315 respectively.

NOTE M – SETTLEMENT VALUE MEASUREMENT

The Company has elected to implement an early adoption of a recent accounting alternative for private companies to measure derivatives. Under the *FASB Accounting Standards Update (ASU) 2014-03 Derivatives and Hedging Topic 815 Accounting for Certain Receive-Variable Pay Fixed Interest Rate Swaps – Simplified Hedge Accounting Approach*, qualifying instruments may be measured utilizing a simplified hedge accounting approach. The approach allows qualifying instruments to be measured at settlement value as opposed to measuring the derivative at fair value. The primary difference between settlement value and fair value is that non-performance risk is not considered in settlement value. The Company has only one such swap instrument, which has been designated as a qualifying cash flow hedge and is measured utilizing the simplified hedge accounting approach. For this instrument, settlement value has been estimated using the present value of the swap's remaining estimated cash flows at the interest rate under the swap as of December 31, 2015. The Company will continually adjust the derivative to its "settlement value" with an offsetting adjustment to Comprehensive Income.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

BOUCHARD INSURANCE, INC. AND SUBSIDIARIES (an S-Corporation)

Years Ended December 31, 2015 and 2014

NOTE M – SETTLEMENT VALUE MEASUREMENT - CONTINUED

As of December 31, 2015 and 2014, the liability for the settlement value of the swap had a present value of \$100,891 and \$172,126 respectively. The notional amount of debt associated with the interest rate swap was \$8,750,000 and \$10,104,167 respectively.

NOTE N - INSURANCE

In a prior year, the Company implemented a self-insured program for covered health insurance claims as defined by the plan. The Company records a liability for unresolved claims and for estimated incurred but not reported (IBNR) claims. The Company considers certain actuarial assumptions and judgments regarding frequency of occurrence, severity of claims and claim development history and settlement when establishing reserves. Unanticipated changes to these factors and assumptions may produce materially different amounts of expense than what would be reported. The liability for unresolved claims and IBNR was estimated to be \$133,064 and \$81,196 at December 31, 2015 and 2014, respectively. This is reported in accrued expenses and other liabilities.

NOTE O – VOLUNTARY DISSOLUTION

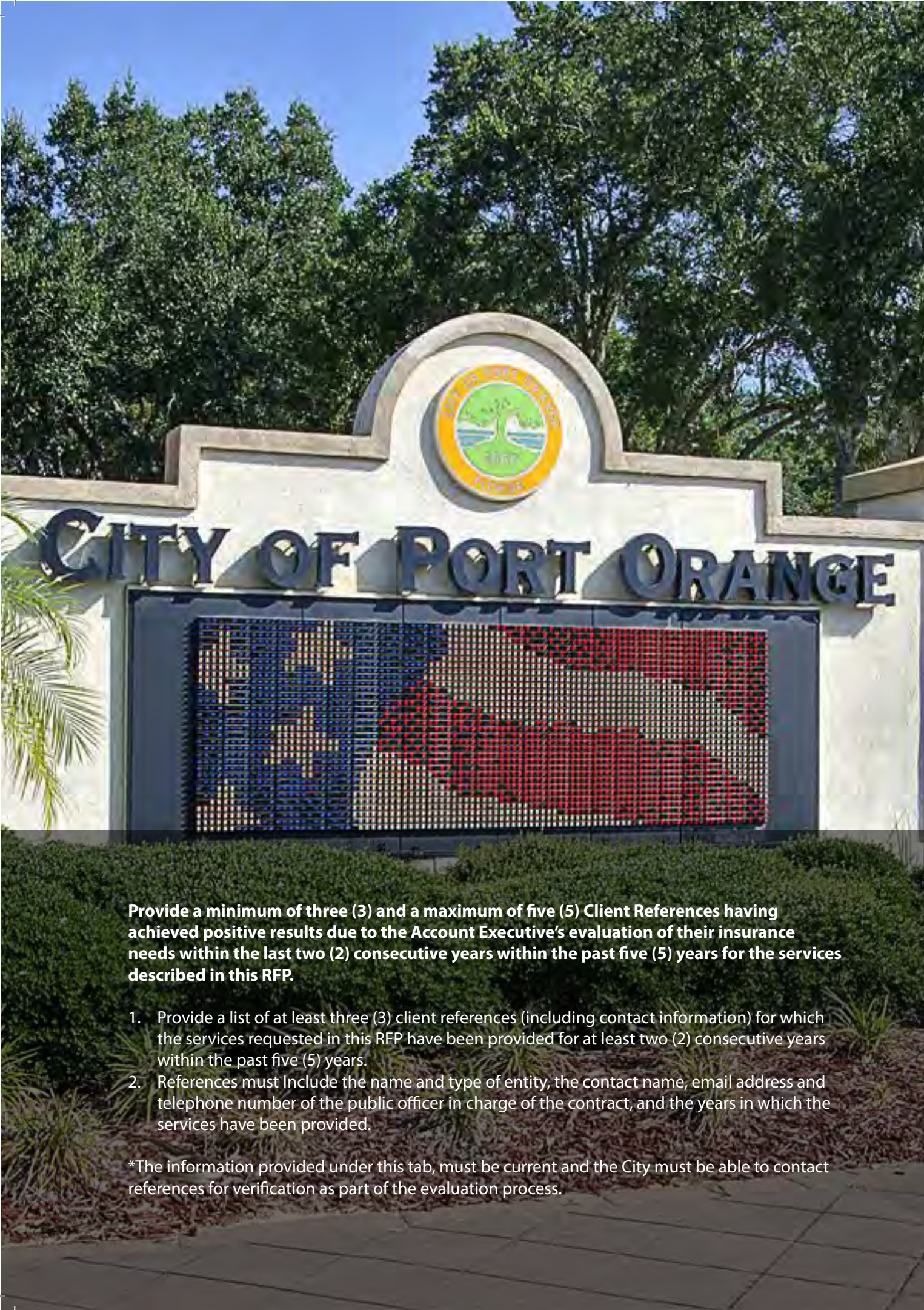
Effective March 1, 2014, the Company voluntarily dissolved its wholly owned subsidiary Bouchard Flood Insurance, LLC. The dissolution of this Florida Limited Liability Corporation had no material impact on the consolidated financial statements of the Company.

NOTE P – SUBSEQUENT EVENTS

For the year ended December 31, 2015, the Company has evaluated subsequent events through April 28, 2016, the date these financial statements were available to be issued. The following subsequent events are noted:

In January 2016, the Company re-issued 11,000 shares of treasury stock. Of these, there were a total of 2,100 shares awarded to existing stockholders. An additional 8,900 shares were issued to 11 new stockholders. Many of these grants were part of a 5 year award program. The Company anticipates awarding an additional 10,400 shares per year for the years 2017 through 2020.

In April 2016 the Company declared and paid approximately \$787,500 of distributions to its stockholders.



Provide a minimum of three (3) and a maximum of five (5) Client References having achieved positive results due to the Account Executive's evaluation of their insurance needs within the last two (2) consecutive years within the past five (5) years for the services described in this RFP.

1. Provide a list of at least three (3) client references (including contact information) for which the services requested in this RFP have been provided for at least two (2) consecutive years within the past five (5) years.
2. References must include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

***The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.**

REFERENCES

- 1. **Osceola County Government – Board of County Commissioners - 15 Years**
Contact: Fanya Vasquez, HRIS and Benefits Manager – 407-742-1200 fanya.vasquez@osceola.org
- 2. **City of Kissimmee - 20 Years**
Contact: Beth Stefek, HR Director – 407-518-2114, bstefek@kissimmee.org
- 3. **Kissimmee Utility Authority - 10 Years**
Contact: Dr. Wilbur Hill, HR Vice President – 407-933-7777 x6150, Whill@kua.org

Provide a descriptive narrative regarding innovative solutions and/or project approach regarding the following areas:

Financial:

1. How can your firm assist the City financially?
2. How successful are your firm's renewals and negotiations?
3. What other cost saving measures has your firm successfully utilized (i.e. transitioning to selffunding, etc.).
4. What analysis will your firm provide, including any follow-up action plans related to the analysis?
5. Describe any other aspects on how your firm will provide the City with the best premium for the best product.

Employee:

1. How will your firm assist the City's employees?
2. What is your firm's contact like for adjudicating difficult claim matters?
3. Will your firm's staff assigned to managing the resultant contract from this RFP meet the City's employees in person?
4. In considering renewals, how much do aspects of a provider such as the disruption of carriers or level of service/tendency to deny claims play into your firm's recommendations for vendors? Will your firm disclose these concerns with the City regarding a potential vendor?
5. Will City employees be able to directly contact the Broker, or will they need to go through the City's Human Resources team?
6. Provide any other aspects provided related to the City's employees' wellbeing.

Client:

1. How will your firm assist the City's Human Resources team and what special services will be provided?
2. How much of a burden will be lifted off of the City when it comes to organizing and planning events such as Open Enrollment and Wellness Fairs (Estimated City Time versus Broker Time)?
3. How much does your firm consider ease of administration when analyzing recommendations for vendors? Will your firm disclose these concerns with the City regarding a potential vendor?
4. Provide any other aspects relating to how your firm will assist the City's Human Resources team in being the most successful and efficient department possible.

Financial Solutions and Project Approach:

1. How can your firm assist the City financially?

Most brokers focus on “quoting your insurance” to create value. While we believe the quoting process is very important, it is quite frankly, the easy part of our job. At the end of the day we can’t stay in business if we don’t bring you the most competitive “rates” available.

All that being said, our philosophy at Bouchard Insurance is rather simple. We feel as if there are two ways to ultimately control the increasing cost of health insurance. Our strategic approach consists of minimizing claims from occurring, and more effectively, managing claims once they actually do occur. Through Bouchard Total Wellness, we have been effective in improving the overall health of our clients within the public sector. This combined with awareness and early detection has led to many success stories. The latter part of our approach, to minimize cost for the City of Port Orange, will be to manage the claims as effectively as possible once they do occur. We utilize training, education, and incentives to make each and every one of your team members better consumers of the health care system. Our consumerism and health advocacy tools will save time and money for your employees. The overall result will lead to more productive employees, as well as reductions in the overall claims to the City of Port Orange in both the short and long-term.

Bouchard Insurance believes that all benefit programs consist of three distinct perspectives; the employer perspective, the employee perspective, and the cost perspective. It is imperative to focus on all three of these perspectives; below are some resources we utilize to maximize engagement.

Employer Perspective:

We ensure your benefits program is aligned with your business culture and philosophy.

- Bouchard Total Wellness
- Client First Service
- In House Compliance Reviews
- Human Resources Consulting

Employee Perspective:

The benefits meet the needs of the employees and their family.

- Bouchard Total Wellness
- Health Advocate
- Employee Education
- Retail Generic Rx Program

Cost Perspective:

Benefits are high quality and program costs are affordable.

- Marketing Process and Timeline
- Benchmarking
- Data Analytics
- Funding Analysis

Bouchard Insurance has a dedicated Marketing Team with over twenty years of underwriting experience. Through our experience, we understand the challenges that public sector employers face with respect to funding. Medicare reimbursements are being challenged, and the unstable economy is having an adverse effect on property values and revenue. This puts an added emphasis on your need to control expenses. Because Bouchard has a better understanding of your industry, we are able to more effectively negotiate with the carriers on your behalf.

Bouchard’s general marketing philosophy is both proactive and practical. Bouchard develops an independent pre-renewal projection (based on client goals and needs) to establish expectations within the market. This ensures both the accuracy and efficiency of the renewal, negotiation and decision making processes. As one of the largest privately-held agencies in the country, we have earned top tier status with all of the major insurance carriers. Bouchard is in the top 1% of all agencies in the country with the major carriers based on premium volume. This status with the carriers allows us to get preferred pricing and services for our clients. At each of the carriers, we have dedicated staff assigned to Bouchard. This translates to expedited services and claims handling for our clients.

If a vendor change is justified, this is the most crucial step of the entire process. We will lay out all pros and cons of the potential change before the final decision is made: plan designs, provider and facility-specific network comparison reports, pharmacy implications, reporting capabilities, service platforms (online and in person), wellness capabilities, service guarantees, and their specific renewal methodologies in the first three years. The committee members will have the ability to meet with the potential new vendor(s) prior to making the final decision.

Blue Cross Blue Shield - Blue Diamond

United Health Care - Platinum

Aetna – Chairman’s Club

Humana – Leader’s Club

Cigna – Platinum

AvMed

Guardian

Assurant

Lincoln Financial Group

VSP

SunLife

MetLife



If a vendor change is justified, this is the most crucial step of the entire process. We will lay out all pros and cons of the potential change before the final decision is made: plan designs, provider and facility-specific network comparison reports, pharmacy implications, reporting capabilities, service platforms (online and in person), wellness capabilities, service guarantees, and their specific renewal methodologies in the first three years. The committee members will have the ability to meet with the potential new vendor(s) prior to making the final decision.

2. How successful are your firm's renewals and negotiations?

Pre-Renewal Meeting

The renewal process begins with a pre-renewal meeting between Bouchard Insurance and the City of Port Orange approximately 210 days prior to the plan anniversary. At this meeting, we will discuss among other things:

- Plan performance
- The manner in which employee feedback will be obtained (surveys, focus group meetings)
- The marketplace and emerging trends
- Administrative issues or concerns
- Future budgetary concerns to be sensitive of
- The development of the Renewal Timeline



Scope	Scope	Scope	Scope	Scope
• Pre-renewal meeting: develop the renewal strategy, discuss current benefits and carriers, discuss voluntary benefits • Provide overview of the marketplace • Employee benefit surveys/focus groups • Agree on timelines	• Collect information for insurance carrier submissions • Analyze employee survey results • Prepare RFPs and submit to insurance carriers	• Receive renewal • Receive proposals from insurance carriers • Prepare network analysis • Negotiate with insurance carriers • Discuss open enrollment strategy	• Select insurance carriers and plans • Negotiate the most favorable terms • Conduct on-site employee meetings • Submit enrollment forms and changes • Group numbers issued and ID cards ordered	• ID cards delivered • Reconcile initial insurance carrier invoices • Confirm proper issuance of all policies and contracts • Review and confirm objectives were met
Timing	Timing	Timing	Timing	Timing
210 days prior to renewal	180 days prior to renewal	150-120 days prior to renewal	90-45 days prior To renewal	30 days up to effective date

Renewal Timeline

Each year Bouchard Insurance will establish a renewal timeline based on the plan anniversary and your desired open enrollment schedule. The timeline identifies critical tasks and completion dates in order to ensure a smooth process. Renewal delivery dates are agreed upon by Bouchard Insurance, the City of Port Orange, and each incumbent carrier. The timeline is updated and delivered to the City of Port Orange periodically as activities occur.

Carrier Renewals and Negotiations

Several important factors must be taken into consideration when determining the most suitable renewal:

- The City of Port Orange's budget expectation.
- Premiums adequate to cover claims and administrative costs in order to ensure plan stability.
- Responsible plan designs that promote wellness, employee retention and financial protection.

Renewal negotiations are a part of our robust and detailed renewal process, and will be conducted for all lines of coverage on behalf of the City of Port Orange. We utilize your claims analysis, current contribution strategies, anticipated plan design changes, and current trends as leverage with the underwriters to achieve a favorable final outcome. Our renewal projection tool is key in determining and reaching your financial goal.

Bouchard will calculate an in-house renewal evaluation, independent of the incumbent medical carrier's renewal utilizing premium & enrollment history, current medical and pharmacy trends, and carrier retention. It is our standard procedure to review your renewal each year, discuss your level of satisfaction with your carrier, and review your overall strategy for your employee benefits program moving forward. Each year, if needed, as part of the renewal process, we can explore the marketplace and obtain competitive quotes for our clients to ensure that our clients have the most favorable terms, conditions, and plans. While we do not advocate changing carriers year after year, obtaining competitive carrier quotes can assist us when negotiating your renewal.

Your assigned benefits team has vast experience from not only the agent and broker side of the formal government RFP process, but also the employer side. We are prepared to review the RFP with procurement for accuracy and detail prior to publication. Your team will be available for any mandatory or optional pre-proposal meetings and will assist with responses during the question and answer period. Once the proposals are received, your team will review and analyze each proposer's response in accordance with the required format, forms and questions. An unbiased report will be supplied to the RFP committee for use in their evaluations. Your Bouchard team will also be available for any carrier interviews if required and will work side by side in the final decision, presentation to the board for approval and implementation upon award.

Example of Successful Renewal Process'

Public Entity: 1,500 lives

On behalf of our client, Bouchard Insurance has successfully negotiated a rate guarantee on all fixed costs for the 2015, 2016, 2017 & 2018 plan years. In 2013 Bouchard Insurance sent out to bid via formal RFP the full employee benefit program for an October 1, 2013 effective date. Seven carriers responded and Bouchard Insurance took the lead in the initial evaluation of each proposal to present to the committee for an unbiased review. Bouchard Insurance also attended each of the committee meetings as well as the required Board meetings for approval of the final decisions. Bouchard Insurance continued to seek innovative ways to save claims dollars on their self-funded plan, by negotiating reduced fees and out of pocket costs to the employees. This was accomplished with direct agreements with local laboratory facilities, primary care office groups, specialists and pharmacy concierge service. In 2016 a thorough marketing test was conducted to determine the need of issuing another formal RFP on the entire employee benefits program. Benefits and costs were benchmarked against the local industry as well as the major carriers that have a strong presence in the Entity's geographical location. In addition, Bouchard Insurance was tasked with an on-site employee health center study to determine the feasibility of partnering with another local entity. This resulted in Board approval for the combined health center and are currently working with this client to complete the process.

During the renewal process for the 2016-2017 plan year, Bouchard was able to assist in the execution of a full dependent verification audit to identify any non-qualified dependents on the benefit plans. Bouchard was also able to enhance the current wellness program by negotiating a fully automated process in the renewal and adding a Tele-Medicine feature to help reduce claims costs and increase accessibility of care to their staff.

Renewal Debriefing

Upon the completion of the renewal and open enrollment process, Bouchard Insurance will discuss the process to identify successes and any areas of deficiency. Based on this meeting, adjustments can be made to the following year's renewal timeline in order to correct the deficiency.

3. What other cost saving measures has your firm successfully utilized (i.e. transitioning to self funding, etc.).

As part of the detailed renewal process identified in Item 2, we explore all available options for your benefit plan including but not limited to, funding options, plan design changes, incentives, care coordination, and wellness programs.

Part of the renewal process is determining the appropriate premium contributions on both the employee and employer side. We have an interactive contribution strategy tool that allows us to adjust percentages and instantly see the results as compared to the current year for the employee, and the employer. It is also set to ensure that the contributions remain within the ACA regulations in terms of affordability for the employees.

In addition to the interactive contribution strategy tool, we also assist in determining appropriate retiree premiums and programs. For

self-funded clients, we also have proprietary tools to assist in establishing the appropriate funding rates for active employees, retirees and COBRA participants. We feel strongly that it is incumbent upon Bouchard Insurance to lead and guide our clients through the renewal and open enrollment process. We use our systematic enrollment process and timeline to keep the renewal process timely and flowing smoothly. Item 4 addresses additional analytics also used to find additional cost savings.

Example of Feasibility Studies

Public Utility: 350 lives

In 2016 an Electric Authority requested a detailed self-funded feasibility and actuary study to ensure that their current medical program was not only financially sound, but was also still stable enough to continue as part of their long term strategy. The study measured their plan and performance against over 10,000 similar programs nationwide to assure them they were moving in the right direction for both their employees and their budget requirements.

4. What analysis will your firm provide, including any follow-up action plans related to the analysis?

As part of our ongoing communications with our clients, we meet at least on a quarterly basis to review the claims, as well as, the overall satisfaction of the benefit plans. These meetings can be increased to a monthly basis if desired. Each year Bouchard will coordinate annual audits of the City of Port Orange's benefits plans and associated vendors and prepare annual financial reports on the results of the completed plan year. Bouchard Insurance utilizes several proprietary resources to efficiently and effectively review your program's performance year over year. The renewal timeline includes detailed projections, as well as, claims analysis used as a basis of determining the best course of action for your upcoming plan year. Presentations and performance overview are also prepared for required Board Meetings. Part of the annual review also includes comparing your current costs for benefits coverage, what we anticipate your costs to be, and subsequently what adjustments needs to be made to the fiscal year budget for your overall health plan. This is done utilizing a proprietary renewal projection tool which is also used to effectively compare where Bouchard determines your renewal against where the carrier determines your renewal by using your actual claims and performance. This allows for more effective budgeting and renewal negotiation. The final piece of our annual financial evaluation is the customized contribution strategy tool. This allows for the final premiums to be adequately and fairly spread between employer and employee while also meeting the ACA guidelines. The tool allows for complete cost transparency in regard to the impact of premium adjustments to the employee and overall City budget. Bouchard Insurance takes a proactive approach to your budgetary needs by determining long term strategies with you that allows avoidance of reactionary changes to the medical trend year over year.

We will provide a reporting package that includes consistent year-to-year data, easy-to-read reports, and comparative benchmarks. This highly detailed yet understandable information enables us to work together with your data in a continuous, interactive manner as plan management issues arise and to define short and long term strategic goals. The reporting package will include monthly and/or quarterly claims and fixed costs analysis and claims utilization. You will also be provided a plan design benchmark report, comparing your medical plan design against industry peers.

As the health care industry continues to change, our firm has remained ahead of the game. We are able to obtain meaningful information that helps us evaluate cost drivers, trends, and savings opportunities associated with your benefits plans. In addition, we work to evaluate the impact of various plan management initiatives.

We believe that the best decisions regarding health and welfare plan designs will be based on careful observations of trends, utilization patterns, and normative comparisons over multiple years. We are confident that our claims data analysis services will help us produce the results necessary to meet your employee benefits objectives and help you strategically manage costs.

Exhibit 1 of this RFP is a sample claims analysis for a fully insured employer. This is a sample with some of the breakdowns we provide as we delve deep into your claims history. Full reporting is expansive and detailed to tell the full story behind your medical plans.

We understand the importance of making educated plan design changes, which is why we utilize a variety of industry related

benchmark resources to help you balance cost control and plan value. We will work alongside you to ensure your health and medical plan benefits are both competitive and economical, while at the same time show you how your offerings compare to those of other municipalities in the area. Using your health and medical claims data, we can analyze claims to see where employees are spending more money or utilizing care above benchmark norms. Once cost drivers are identified, we will recommend changes to plan designs to influence employee wellness and spending habits.

5. Describe any other aspects on how your firm will provide the City with the best premium for the best product.

Bouchard Insurance is 1 of 2 brokers in Florida with an exclusive partnership to Patient Care, formed in order to deliver the best cost and quality possible to our clients. Patient Care is a national health care advocacy and transparency company. All City of Port Orange employees/dependents on the medical plan receive the Patient Care service along with instructions on how to use it. Members are able to obtain breakdowns for any procedures in their location, research medical bills, and even find local providers in their area. On average Patient Care saves an average of \$612 per procedure in claims costs, totaling around \$38,000 in claims savings annually for our large clients. No additional fees apply for this service.

Your Executive Review, based on your specific needs, includes claims information, disease management statistics, a Patient Care executive summary, a year over year monthly claims cost comparison, and a historical renewal analysis. Clients with wellness programs often have several additional statistics that are reviewed in the financial analysis. Our client reports are fully customizable and we would design each report based off the needs discussed at our quarterly strategic meetings with the City of Port Orange Human Resources staff.

Below is a Patient Care Executive Review sample to show you the utilization, savings and cost avoidance that is provided to your employees and their dependents.

Procedure: Knee Arthroscopy
CPT code: 29873



Medical Provider	<u>Memorial Hospital</u>	<u>St. Mary's Hospital</u>	<u>Baptist Hospital</u>
Total Price	\$7,400	\$14,350	\$12,800
Estimated Discount Rate	12%	11%	11%
Estimated Discount	\$888	\$1,579	\$1,408
Balance	\$6,512	\$12,771	\$11,392
Deductible to Meet	\$500	\$500	\$500
Member Coinsurance	20%	20%	20%
Coinsurance Payment	\$1,204	\$2,454	\$2,178
Estimated Member Responsibility	\$1,704	\$2,954	\$2,678
Estimated Employer Responsibility	\$4,808	\$9,817	\$8,714
Authorization (approval) for this procedure (choose one) is or is not required by your health plan.			
Reference number XXXXXXXXXX has been issued by your plan.			
We investigated outcome information for this procedure and there are no significant differences between these facilities. Please keep in mind that the most important aspect of the quality of your healthcare experience relates to your physician and you have chosen to use Dr. #####, who will perform the surgery at any of these facilities.			

CITY OF PORT ORANGE RFP #17-16 INSURANCE BROKERAGE SERVICES

Physician Information	Jacob, Pothen MD	Jacob, Pothen MD	Glamour, Tejinder MD
Network Status	Yes	Yes	Yes
Total Price	\$1,200.00	\$1,200.00	\$800.00
Estimated Discount	\$216.00	\$216.00	\$144.00
Discounted Balance	\$984.00	\$984.00	\$656.00
Your Deductible to Meet	\$1,238.80	\$1,238.80	\$1,238.80
Your Coinsurance Payment	\$0.00	\$0.00	\$0.00
Your Estimated Responsibility	\$984.00	\$984.00	\$656.00
Employer Responsibility	\$0.00	\$0.00	\$0.00
Physician Quality Information			
Number of times Physician has performed procedure	Daily	Daily	Daily
Electronic Medical Records	Yes	Yes	No
Electronic Prescription Ordering	Yes	Yes	No
Years Physician in practice	33	33	23
Physician accepts new Patients	Yes	Yes	Yes
Facility Information	West Coast Endoscopy Center	St Petersburg Endoscopy Center	St Petersburg Endoscopy Center
Provider Address	Clearwater, FL 33756	St. Petersburg, FL 33705	St. Petersburg, FL 33705
Network Status	Yes	Yes	Yes
Total Price	\$2,200.00	\$1,000.00	\$1,000.00
Estimated Discount	\$396.00	\$180.00	\$180.00
Discounted Balance	\$1,804.00	\$820.00	\$820.00
Your Deductible to Meet	\$254.80	\$254.80	\$582.80
Your Coinsurance Payment	\$309.84	\$113.04	\$47.44
Your Estimated Responsibility	\$564.64	\$367.84	\$630.24
Employer Responsibility	\$1,239.36	\$452.16	\$189.76

Dedicated On Site Employee Health Centers

Bouchard Insurance has experience in the solicitation, evaluation, and implementation of on-site employee health centers. This is a very involved and detailed process that can take a minimum of one year to implement and up to three years to see your return on investment. We work with you and the chosen health center provider throughout the entire life of the center to ensure that the services being offered are having a positive effect to your employees and their families, as well as the medical and work comp claims, should you decide to use the center for acute on the job injuries.

COBRA and Retiree Benefit Administration

Bouchard Insurance believes that proper COBRA compliance is essential to a well-managed benefit plan. For this reason, partners with third-party vendors for affordable, total COBRA and Retiree benefits fulfillment. The City of Port Orange's benefits team works throughout the year to ensure that qualifying events and initial notices are being properly handled in accordance with the regulations.

Employee Solutions and Project Approach:

1. How will your firm assist the City's employees?

Bouchard Insurance is built on, and continues to operate, under our mantra of Client First. When we reference our clients, it also encompasses their most valuable asset – their employees. We provide additional benefits to your employees in 'behind the scenes' and up front methodologies. Behind the scenes, we are working to create a complete benefit program that is affordable and cohesive. We ensure that the City is getting the best value for their dollar, helping to avoid passing on additional costs to the employees and their families. Our up front methods include continuous education on plan design and cost saving measures. We are also available for escalated enrollment and claims issues that arise throughout the year. In addition, our benefit guide provides a yearlong resource for employees to find many of the answers they often turn to their HR advisors for.

2. What is your firm's contact like for adjudicating difficult claim matters?

Escalated claims issues are handled directly with your Senior Benefits Consultant. They work with our dedicated carrier contacts to review, research, and resolve any claims errors or declinations as per the parameters of the summary plan document. Services are also made available to all of the City of Port Orange's employees who can assist on their behalf to providers for any claims or service questions. This service is described in more detail above in Item 5 of the financial section.

3. Will your firm's staff assigned to managing the resultant contract from this RFP meet the City's employees in person?

We are responding in two parts to ensure we cover your entire question.

City's Administrative Staff

First and foremost the City of Port Orange's administrators will have access to a direct line of communication to your Account Executive team. Part of our responsibility to our clients is to be available at all times, whenever you need us. Your Account Executive team is based in the Maitland office, a short drive away. In addition, we have an established a backup system consisting of a dedicated email and service line for all employee benefit clients. Calls and messages that come in on these lines go to every account manager in all Florida Benefits offices for immediate attention should a member of your immediate team, not be readily available.

The City of Port Orange has a large benefits team assigned once the award is made. This team works hand in hand on your benefits account. This allows each member to be able to pick up and assist in place of another if needed. Two or more members of your team will be present at scheduled meetings. The topics of discussion will dictate which team member is most appropriate to attend. For example, your Sales Executive and Senior Benefits Consultant would attend your renewal meeting, or the Business Development Advisor and Human Resources Consultant would attend a wellness/training meeting.

City's Entire Staff

Your Bouchard Team is comprised of many people, of whom will be available during various phases of your plan year. We have an enrollment team that pairs up with your immediate service team for on-site enrollment meetings, wellness fairs and other major events. We also have our in house HR Consultant, who can also be available for employee and management training, covering various topics within Human Resources. Additionally we have compliance and consulting staff that are readily available for other on site needs during the plan year.

4. In considering renewals, how much do aspects of a provider such as the disruption of carriers or level of service/tendency to deny claims play into your firm's recommendations for vendors? Will your firm disclose these concerns with the City regarding a potential vendor?

We believe in full transparency and disclosure during the entire client relationship. Any concerns we may have in regards to a responding carrier will be discussed during the renewal process. Our marketing manager and practice leader keeps continuous tabs on each of our carrier relationships in terms of cost, compliance, customer service, claims and network presence. In addition, once we have established the most competitive bids, our next step is traditionally to complete a full disruption analysis of the networks so that you are aware of any significant impacts to your employees

5. Will City employees be able to directly contact the Broker, or will they need to go through the City's Human Resources team?

The best practice in most situations will be for the City's employees to go directly to Human Resources for most normal questions or troubleshooting. That being said, your team will be personally available for any escalated issues and for any and all employees should the issue not be easily resolved at the Human Resource level.

6. Provide any other aspects provided related to the City's employees' wellbeing.

Bouchard Total Wellness

Bouchard Insurance's employees practice wellness and have done so for over five years. We were recognized in 2015 and 2016 as finalists for the Orlando Business Journal's Healthiest Employer Award. We utilize our own experience and elite status with the major medical carriers to evaluate, implement, and monitor wellness programs for our clients. Once we establish the high level goals, we design the best incentives to earn the support of our clients' managers and staff. These customized solutions are intended for incorporation into The City of Port Orange's culture. Typical wellness services can include: biometric testing (vein puncture or finger prick), BMI, blood pressure, vision screening, and hearing test.



Our wellness expertise has also created a need for a compliant approach to assist our clients. As the culture of wellness grows within the healthcare industry, the compliance of these programs will continue to be tested as Health Care Reform Laws allow the opportunity for large premium differentials when programs are structured properly. Meaning the City of Port Orange may structure the wellness program to include "preferred" and "non-preferred" medical rates.

Overall, our strategic approach to wellness delivery takes into account many programs and applications; it is important to realize that wellness has not worked in many cases because it is not specific enough to match the needs of the client. The Bouchard solutions will be customized to your needs first and foremost – thus creating a successful wellness program for your organization. A few low-cost wellness initiatives are: monthly education campaign, "Healthy Mondays" with fruit, yogurt, and whole grain bagels, and implementing a "Tobacco Free Worksite". Through an affidavit process, the City of Port Orange is able to offer "preferred" (lower) medical rates to non-users and employees who are tobacco users will pay the "non-preferred" (higher) rates. This is an easy, effective, and no-cost strategy to save the City of Port Orange money while encouraging healthy lifestyles. Bouchard Insurance implemented this strategy for its own employees three years ago with great success. One of the most difficult measurements is determining if a wellness program is a success or failure. However, it can be done. The measurements must be determined in the planning process by determining your goals. Do we want healthier employees? Do we want to lower our claim costs? Do we want to save our organization money? Many wellness plans have short term success with immediate and calculated success, such as a Biggest Loser Campaign.

However, the measurement of long term weight loss and reduction in risk factors will need to be assessed. Many times, only very large companies have the funds to initiate such a detailed program. Bouchard has been able to help clients of all sizes to implement these programs. Measurements must begin by aligning the organization's goals, culture, and resources to the overall structure of the wellness initiative.

Client Innovative Solutions and Client Approach:**1. How will your firm assist the City's Human Resources team and what special services will be provided?**

The City of Port Orange's benefits team remains in continuous contact with your insurance carriers and vendor partners to ensure the plans are running smoothly. Claims are monitored and reviewed on, at minimum, a quarterly basis. This data is also used to conduct renewal projections throughout the year, enabling you to effectively budget for the next plan year. Insurance carriers are held to strict customer service standards and performance guarantees can be put in place to ensure this.

- Oversee management of employee benefits program, service calendar, and objections outlined in strategic action plan.
- Assist with any claim issues
- Billing reconciliation issues
- Electronically record, maintain, and store all correspondence with carriers.
- Top tier status with all carriers, dedicated/expedited service line

Bouchard Insurance - Annual Service Calendar			
Renewal Date 1/1/2015	Example Client		100+
January-15 *Service - 30 Days post-renewal call to Client to verify satisfaction with Annual Enrollment	February-15 *Service - Collect and file updated Certs, finalize Plan Docs *Compliance - 6055 & 6056	March-15 *Production - Proactive phone call - set up next month's meeting *Service - Confirm all	April-15 *Service - Proactive call to Client *Service / Production - Touch base, strategic planning-

Administrative Support

Bouchard Insurance knows that any benefit & insurance complaints can be detrimental to employee morale and productivity. Employee insurance issues or concerns that are not easily resolved with the carrier or provider can be escalated to your Bouchard Benefits Team, as well as any Patient Advocacy Program (Patient Care) that is put into place. You and your employees can work directly with your team to ensure that any issues are resolved to your satisfaction. Complex issues are handled by your Senior Benefits Consultant.

Compliance

We will work with our internal subject matter experts in compliance and analytics, as well as, insurance carrier partners, third party administrators, and industry related vendors to ensure plans adhere to federal and state regulations, including ERISA and the Affordable Care Act. We provide a robust plan compliance audit and follow-up with coordinating any necessary amendments to plan documentation. Based on plan funding, we will also coordinate related actuarially attested fiscal projections, feasibility studies, IBNR reserve computations, premium equivalent rates, and work with vendor partners on projects such as dependent eligibility verification audits and claim audits. Exhibit 2 shows a sample of one of our benchmarking tools used to measure your plan designs and contribution strategy against employers within the same region, employee size and industry.

Bouchard Insurance has a dedicated Benefits Client Advocate, Kelly Davis. Kelly is responsible for monitoring legislative and regulatory activity and works directly with our attorney firms on recent changes. She has access to our extensive library of legislative and regulatory briefs as well as direct access to the DOL, CMS, HHS, and IRS technical releases and regulatory documents.

Our Benefits Client Advocate sends out important legal alerts and regulatory updates to our service team so that they can immediately relay all important changes that could affect the City of Port Orange in any way. She is readily available as a resource to your team to ensure that all Federal and State changes are reviewed in detail and that any required policy or procedure changes are made in accordance with the law. Kelly also coordinates with our attorney firms on your specific legal questions that might arise throughout the course of the year. To ensure routine compliance topics (5500, COBRA, HIPAA, DOL, SBC, ACA) are automated and proactive, Kelly and your team manage and update your 365 Compliance Checklist. In addition, Kelly conducts a monthly client healthcare reform webinar and training session to ensure your entire team has the ability to stay up to date and well informed. Bouchard also gives all clients access to MyWave, a technology portal where Bouchard broadcasts new laws, projected laws, and changes/updates to current laws for the benefit of Bouchard Clients. Bouchard will continue to utilize the legal community to support our education and compliance efforts.

Your plan documents, contacts, SBC's, policy, and other documentation associated with your employee benefit plans are reviewed on two levels. First your Senior Benefits Consultant reviews the documents for accuracy and compliance and ensures the benefits match that of the renewal proposed and sold. Then a secondary compliance review is done by the Employee Benefit Liaison as a double check for all required ERISA, DOL, COBRA, HIPAA, ACA, and other language is included. An additional annual compliance check is also done mid-year to ensure all areas are covered on a local, state and federal level.

Eligibility Support

As a client of Bouchard, the City of Port Orange has dedicated Eligibility Specialists to assist in any changes to employee coverage throughout the year. When a new employee is hired, a current employee has a qualifying event, or an employee separates from The City of Port Orange your Eligibility Specialist will process any carrier & COBRA changes necessary, taking the administrative burden off The City of Port Orange team.

HR Services

The City of Port Orange will have a dedicated HR Consultant, Dan Posada, assigned to your account. He can perform all of the following services, at no additional cost:

- On-site HR Practices Review (SWAT analysis)
- Handbook Review and Editing
- Policy Review and Editing
- Job Description Review and Editing
- On-site Trainings for Management
- Hiring and Firing Best Practices
- Progressive Discipline for Managers
- Effective Communication for managers
- Title VII and Diversity Awareness
- Many other customized trainings are available upon request
- Unlimited On-demand Consultation for any HR related issue

MyWave

Bouchard will provide the City of Port Orange access to MyWave, a technology portal where we communicate each time there is a change in an employment regulation or laws that affects our clients. This online resource is free of charge and will alert users whenever an update has been issued.

- Hiring and Firing Best Practices
- Progressive Discipline for Managers
- Effective Communication for managers
- Title VII and Diversity Awareness
- Many other customized trainings are available upon request
- Unlimited On-demand Consultation for any HR related issue

At Bouchard, we recognize education and communication are the keys to any successful benefits program. To this point, the Benefits and HR Team proactively sends out monthly communication materials. By having a team dedicated to researching, developing, and reviewing available information, we are able to create educational pieces that are not only current, but are also most applicable to you and your employees. Our means of distribution includes, but is not limited to, Facebook, Twitter, email, posters, newsletters, bulletins, etc.

The following is a list of some of the educational materials we have provided to our clients. Upon request we can provide samples of the actual communications.

- **Retail Generic Drug Programs** – This document lists all the generic medications that are available at retail stores within the area. The use of this list has positively impacted the overall Rx claims utilization of client's plans. Clients have realized a decrease in costly brand name drugs and a decrease in the quantity of generic prescriptions reimbursed by the plan.
- **Brand Name Rx Savings** – This document was created for employees that have no choice but to take brand name medications. The list details some of the most widely prescribed brand name medications and their manufacturers' websites that have free trials or special offers.
- **10 Apps That Will Save Your Life** – An example of an interesting article related to health care and technology.
- **Wellness Newsletter** – The monthly Wellness Newsletter that is emailed to our clients every month.

In addition, we supply employee benefits training classes to our clients throughout the year. It is very important to meet with employees at times other than open enrollment in order to keep consumerism fresh and on the forefront of their minds. We provide a Benefits 101 course that focuses on tips and tricks for employees to save both employee and employer dollars within their health care plan. We also provide Lunch & Learns on a variety of health care related topics.

2. How much of a burden will be lifted off of the City when it comes to organizing and planning events such as Open Enrollment and Wellness Fairs (Estimated City Time versus Broker Time)?

Open Enrollment

Your benefits team works together at your annual open enrollment to ensure that information is communicated in a clear and concise manner that fits your timeline and employees work schedules. Onsite enrollment meetings can be offered with a combination of our staff, your staff, and your benefit partners to present and discuss the benefits offered or to answer any questions during the presentation. We will create your benefits guide which is a valuable tool the employees can use throughout the year. Additional carrier materials will also be requested and dispensed during the open enrollment meetings. PowerPoint presentations or webinars are other tools available to use for open enrollment meeting communications. We use this time to also speak with employees should they have any additional questions or feedback in regards to the benefits offered.

Enrollment Team

Bouchard Insurance views employee communication as one of the most important factors in proactively managing health plans. Your dedicated Business Development Advisor will focus on Open Enrollment services and education, acting as a liaison between all carrier partners and employees. The scopes of these services range from the pre-renewal meeting through the enrollment process and implementation of benefit elections. Once the City of Port Orange has decided on the specific plans and carriers that will be offered to the employees, your Enrollment Team will be plugged in and conduct every aspect of the open enrollment process. This includes:

- Create and distribute benefits booklets/summaries
- Coordinate with carriers to provide specific benefits plan material
- Schedule and communicate open enrollment meetings
- Conduct open enrollment meetings that best fits client's culture - one-on-one (depending on client size), classroom style, or convention style
- Assist employees with paperwork or forms
- Educate employees & answer any questions they may have

The Bouchard Benefit Team attends pre-renewal meetings to explain Business Development Advisor services and strategize renewal expectations. Through the strategies developed, Open Enrollment meetings and carrier's participation are coordinated. Bouchard Insurance has the capabilities for multi-faceted enrollments including face to face group settings, webinars, and/or video recordings, and are available in English and Spanish. Examples of educational materials that are provided at Open Enrollment meetings are:

- Comprehensive benefit guide
- Power Point presentation
- Universal Enrollment/Payroll deduction form
- Urgent Care vs. Emergency Room Flyer
- Customized in-network urgent care centers listing
- Patient Care communications
- Prescribed drug club saving list
- Free smoking cessation programs
- Health Care Reform education
- Life and disability insurance calculators
- FSA and HSA education

In addition to Open Enrollment services, the Business Development Advisor utilizes the web for wellness initiatives, satisfaction surveys and plan education. We also work onsite with clients to conduct benefits plan education and wellness meetings throughout the year, so employees can ask questions and learn how to better utilize their health benefits. Bouchard Insurance proactively communicates with our client's employees effectively control long term costs.

The Business Development Advisor will work with your Senior Benefits Consultant and our in house graphics designer to create a colorful, professional benefit guide that can be used for open enrollment, and given to new hires in an interactive digital pdf and/or hard copy format. We summarize all available benefits and programs within this guide, along with contact information for the carrier partners, Human Resources, and Bouchard Insurance. As this is a Bouchard Insurance product, we are unable to give an editable version to you; however we can make edits throughout the year upon request. Guides are created and printed on behalf of Bouchard Insurance, at no cost to you. Additional employee communications can also be created on your behalf as part of the Business Development program.

Coordination of an employee wellness fair

Along with your agent and Senior Benefits Consultant, Bouchard Insurance's Business Development Advisor will take the lead in coordinating a health fair that meets your employee's needs as well as your budget. They will reach out to your carrier partners, as well as other vendors we work closely with to ensure valuable information and services can be offered during your event. We are also able to assist in creating communication pieces to advertise the event to your employees.

New hire benefits orientation including coordination of benefit providers

New hire benefits orientation process will be evaluated upon award of the bid. At that time we will work with the City of Port Orange to put together the most informative and efficient method of communicated this valuable information to your newest team members. Tools such as webinars, interactive web meetings, and monthly onsite presentations can be made available. Please refer to the Scope of Services for more information on how this can be included.

3. How much does your firm consider ease of administration when analyzing recommendations for vendors? Will your firm disclose these concerns with the City regarding a potential vendor?

Yes, as part of our consultative relationship we will disclose all concerns with the City regarding a potential vendor. We can have performance guarantees put in place with your carrier partners to ensure customer service, claims, and overall satisfaction is met.

4. Provide any other aspects relating to how your firm will assist the City's Human Resources team in being the most successful and efficient department possible.

With more than 300 benefit, payroll and HRIS technology solutions available today, Bouchard feels that taking an agnostic approach when it comes to client technology, just as we do with product placement, is the right fit for our clients. As your consultants, Bouchard utilizes a third party technology partner to perform the following for all of our clients technology needs:

- RFP process to vet out of all options and determine best fit
- Assistance in negotiation of contracts
- Research and verification of service level and that it meets the standard required by our client
- Implementation support

Bouchard also has two in house enrollment systems that can be provided to our clients should either be a good fit for your organization. These systems are included in the RFP process used to vet out all options.

The benefits team selected for the City of Port Orange have vast experience working the public sector, municipalities and other employer that are subject to the Sunshine Law. We hold confidentiality at the highest priority level. We stand by HIPAA regulations and understand how they work in conjunction with the public records laws our public sector clients are subject to.

A stone directional sign stands in the foreground, listing four locations with arrows pointing right: City Hall, Library, YMCA, and Palmer College. The sign is set against a backdrop of a park featuring a pond with a fountain, a grassy hill, and several trees. A large tree trunk is visible on the right side of the frame.

City Hall →
Library →
YMCA →
Palmer College →

1. Provide a fee proposal for completing all work outlined in "Section 3 – Scope of Services".
2. 69 of "Section 9 – Required Forms" for the Cost/Fee Proposal Form to be used for this section.
3. Fee proposals are to be stated an annual lump sum total.

CITY OF PORT ORANGE RFP #17-16 INSURANCE BROKERAGE SERVICES

While we have included a schedule of fees and suggested rates, we encourage you to make your broker selection based on the qualifications and services of the agency that you feel would be the best partner for the City of Port Orange. Should you feel that Bouchard Insurance fits this description but is slightly off on price, please allow us the opportunity to discuss this as we feel that we will be able to come to terms.

Our proposed fee is a flat \$100,000 annual fee, payable as \$8,333 monthly, to include all requested options described in the RFP. The only other additional compensation we would receive on behalf of all your employee benefits would come from the new Worskite products written (AFLAC, Colonial Life etc). As you will see, this option offer a savings well over 50% of the anticipated commission on the Medical and Dental in a traditional format.

Our fees were developed based on estimated time and expense. Since the City of Port Orange does not currently contract with a benefits consultant or broker, we felt it would be a helpful to show an illustration of a typical commissioned account. The illustration below uses premium volumes that are similar to the City of Port Orange. Hopefully this will further support the value of our proposed services.

Illustrative Comparison Only			
Traditional Commission			
Line of Coverage	Estimated Annual Premium	%	Estimate Annual Commission
Medical	\$3,660,000.00	5%	\$183,000.00
Dental	\$278,000.00	10%	\$27,800.00
Vision	\$5,000.00	15%	\$750.00
Group Life	\$75,000.00	15%	\$11,250.00
Estimated Annual Total			\$222,800.00

City of Port Orange
Insurance Brokerage Services Bid #17-16

Fee

In lieu of commission for medical, dental, vision, life and disability coverages. Voluntary Worksite will be paid direct by the carrier at the contracted commission rate

\$100,000.00

Scope of Services

Benefits Evaluation and Strategy Development

- Schedule and conduct an introductory “kick-off” meeting - Introduction of the Bouchard service team - Discuss business objectives - Understand important dates and develop an initial service calendar	Upon Engagement	Included
- Bouchard “on boarding” of Existing Benefit Program - Gather data on plans offered & eligibility criteria - Obtain census and claims files - Obtain copies of all plan documents - Notify vendors and discover any outstanding issues	Upon Engagement	Included
- Development of an annual service calendar - Schedule quarterly review meetings - Carrier data deadlines - Compliance deadlines - Open enrollment date range - Renewal/marketing initiation dates	Upon Engagement	Included
- Benchmark benefit plans against similar groups - Plan Designs - Funding type (where available) - Contributions (where available) - Costs (where available)	Annually	Included
- Creation/review of benefits strategy that corresponds with business objectives - One (1) and Three (3) year goal setting - Contribution strategy - Plan design strategy - Wellness and disease management strategy	Annually	Included

Renewal/Marketing

- Renewal review and financial evaluation - Request renewals timed to meet service deliverables - All lines of coverage (Medical, Dental, Life, etc...) - Review claims experience and retention - Medical Underwriting analysis of renewal - Negotiate with carrier(s) for improved costs and terms.	Annually	Included
--	----------	----------

**City of Port Orange
Insurance Brokerage Services Bid #17-16**

Fee

In lieu of commission for medical, dental, vision, life and disability coverages. Voluntary Worksite will be paid direct by the carrier at the contracted commission rate

\$100,000.00**Scope of Services**

Renewal/Marketing (continued)		
- RFP creation, submission and analysis - Compare costs on similar plan designs - Map plan design alternatives - Review GEO Access report for provider access - Review disruption report for provider similarity - Negotiate rates and terms - Negotiate service guarantees	As Needed	Included
Present renewal, marketing results and conclusions to client team	Annually	Included
- Identify, evaluate and recommend market solutions that may provide value to benefit plan - Wellness - Technology - Advocacy / Transparency - Enrollment decision support tools - On Site Employee Health Center (Clinic) - Utilization management	Ongoing	Included
Notify carriers and assist with any application or contracting requirements	Annually	Included
Employee Communication and Open Enrollment		
- Coordinate and assist with open enrollment - Develop communication and enrollment strategy - Review best methods for employee enrollment support such as web meetings, telephonic assistance and decisions support tools - Develop timeline and create schedule	Annually	Included
- Produce a full color customized enrollment guide - Outlining enrollment process with important dates and activities - Comparing plan offerings in a easy to understand format showing plan designs and costs - Tips or other content on enrollment, wellness and support resources - Delivered in digital PDF format suitable for printing, website posting or emailing	Annually	Included

City of Port Orange
Insurance Brokerage Services Bid #17-16

Fee

In lieu of commission for medical, dental, vision, life and disability coverages. Voluntary Worksite will be paid direct by the carrier at the contracted commission rate

\$100,000.00

Scope of Services

- New Hire Orientation and communications - On Site Monthly Meetings or Webinars - Trained Bouchard team with carrier representatives if needed - Ensure benefit guides and materials are available	Monthly	Included
Ongoing Account Service		
Vendor Management and Coordination	As Needed	Included
Schedule and organize reoccurring weekly/monthly/quarterly client meetings or calls as determined by client and Bouchard team	As Needed	Included
Stewardship report outlining activities, plan finances, progress towards goals and market trends	Annually	Included
- Manage resolution of plan administration issues - Establish timelines/deadlines for issue completion - Maintain issue log detailing ongoing items	As Needed	Included
Manage service calendar	Ongoing	Included
Billing reconciliation support	As Needed	Included
Escalated employee benefits issues	As Needed	Included
COBRA and Retiree Administration via TPA	As Needed	Included
Financial Review & Claims Analysis		
- Quarterly claims review - Analyze your benefits plan costs - Track trends and medical loss ratios	Quarterly	Included
- Plan analysis - Evaluation of all plan's characteristics (e.g. access, service and price) - Access to benefit trend statistics and surveys (supports benefit plan design strategy and decisions)	As Needed	Included
- Actuarial services - Cross plan subsidies - Actuarial value pricing vs. plan experience pricing - Feasibility of alternative funding	As Needed	Included
- Contribution strategy review and modeling - Tobacco surcharge - Wellness incentives - Spousal surcharge	As Needed	Included

**City of Port Orange
Insurance Brokerage Services Bid #17-16**

Fee

In lieu of commission for medical, dental, vision, life and disability coverages. Voluntary Worksite will be paid direct by the carrier at the contracted commission rate

\$100,000.00**Scope of Services**

Compliance Consultation		
• Complete compliance on-boarding “scorecard” to determine current status	Upon Engagement	Included
• Review and development of written plan documents ○ SPD ○ WRAP ○ SMM ○ Sec. 125	Annually	Included
• Patient Protection and Affordable Care Act (PPACA) review and guidance ○ Legislative updates	Annually	Annually
• PPACA (continued) ○ Pay or Play Review (compliance vs. penalties) ○ Compliance checklist, guides and notices ○ Employer reporting compliance evaluation	Annually	Included
• COBRA best practices review	As Needed	Included
• Medicare Part D ○ Required participant notices ○ CMS employer reporting assistance	Annually	Included
• Legislative Updates	Ongoing	Included
Human Resources Consultation		
• Handbook review and editing	As Needed	Included
• Policy review and editing	As Needed	Included
• Job description writing guidelines and review	As Needed	Included
• On-site trainings for management ○ Hiring and firing best practices ○ Progressive discipline for managers ○ Effective communications for managers ○ Title VII and diversity awareness	As Needed	Included
Wellness Management		
• Assist in creation of Wellness Plan and/or Committee	As Needed	Included
• Work with carrier partners to optimize resources	As Needed	Included
• Assist with Annual Health Fair ○ Coordination of Vendors ○ Community service providers ○ Biometrics and other screenings	As Needed	Included

Include all required City of Port Orange forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

1. Form 9.1 Proposal Submittal Checklist
2. Form 9.2 Vendor Acknowledgement Form
3. Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
4. Form 9.4 Drug Free Preference Statement
5. Form 9.5 Sworn Statement on Public Entity Crimes
6. Form 9.6 Affidavit of Anti-Collusion Form
7. Form 9.7 Authorized Signatures/Negotiators
8. Form 9.8 Local Business Affidavit of Eligibility
9. Form 9.9 Vendor Application and W-9 Form

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Vendor’s Acknowledgement Form
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- ☒ Form 9.6 – Affidavit of Anti-Collusion Form
- ☒ Form 9.7 – Authorized Signatures/Negotiators
- ☒ Form 9.8 – Vendor Application Form
- ☒ Form 9.9 – Local Business Affidavit of Eligibility
- ☒ W-9 Form
- ☒ Cost/Fee Proposal (Inserted under Tab H of submitted Proposal)
- ☒ Standard Fee Schedule (hours, rates or other fee schedule) for assigned personnel (under Tab H)
- ☒ Copy of Certificate of Insurance
- ☒ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: Roger Bouchard Insurance Inc

Vendor



Authorized Signature

1/10/17

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Roger Bouchard Insurance Inc

NAME OF BUSINESS

101 Starcrest Dr

MAILING ADDRESS

Clearwater, FL 32756

CITY, STATE & ZIP CODE

[Signature]

AUTHORIZED SIGNATURE

Steven Mazon, Vice President

NAME, TITLE, TYPED

407-509-1546 / 407-846-2841

TELEPHONE NUMBER / FAX NUMBER

59-111778

FEDERAL IDENTIFICATION #

StevenMazon@bouchardinsurance.com

E-MAIL ADDRESS

STATE OF Florida

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this day of January 10, 2017 by

Steven Mazon who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires



Brittany Caraballo
Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Roger Bouchard Insurance Inc

Name of Business

By: _____

Printed Name: Steven Mazon

Title: Vice President

STATE OF Florida

COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me this 10 day of January, 2017, by
Steven Mazon as Vice President of
(NAME) (TITLE)
Bouchard Insurance and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Brittany Caraballo

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Roger Bouchard Insurance Inc

Name of Business

By: [Signature]

Printed Name: Steven Mazon

Title: Vice President

STATE OF Florida

COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me this 10 day of January, 2017, by
Steven Mazon as Vice President of

(NAME)

(TITLE)

Bouchard Insurance

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Brittany Caraballo

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Steven Mazen, who, being by me first duly sworn, made the following statement:

1. The business address of 101 Starcrest Dr (name of Offeror or business) is Clerwater, FL 32756.
2. My relationship to Roger Bouchard Insurance (name of Offeror or business) is Vice President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Roger Bouchard Insurance

Name of Business

By: Steven Mazen

Printed Name: Steven Mazen

Title: Vice President

STATE OF Florida
COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me this 10 day of January, 2017, by Steven Mazen, as Vice President of Bouchard Insurance and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Brittany Caraballo

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

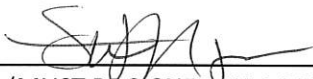
By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM:

SIGNED BY:



(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE:

Steven Mazon

TITLE:

Vice President / Partner

ADDRESS: 101 Starcrest Dr

CITY: Clearwater

STATE: FL

ZIP CODE: 32756

TELEPHONE:

407 569 1546

FAX:

407 846 2841

COMPLETION TIME:

8 hours

F.E.I.N. NUMBER:

59-1117778

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name Joshua Weaver Title Sales Executive Phone # 407-770-8348

_____	_____	_____
_____	_____	_____
_____	_____	_____



(Authorized Signature)

This document must be completed and returned with your Submittal

Bouchard Insurance

Client First

January 10, 2017

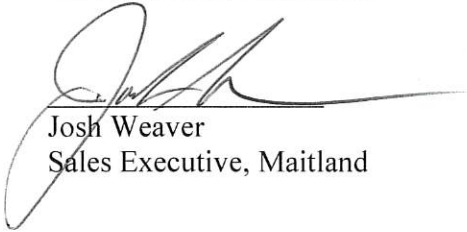
Subject: Bouchard Insurance, Inc.
222 Church St.
Kissimmee, FL 34741
Delegation of Signatory Authority

To Whom It May Concern:

This is to notify you that the following individuals have a signature authority for signing any bids, proposals, contracts, agreements, amendments and related documents to which Bouchard Insurance will be duly bound:



Steven Mazon
Vice President, Kissimmee



Josh Weaver
Sales Executive, Maitland

Should you have any Question please do not hesitate to contact me.

Sincerely,



Doug Bishop
CEO

FORM 9.8 - VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Attn: Purchasing Division

(386) 506-5704

purchdiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: 11/2/17

FIRM NAME: Roger Bouchard Insurance Inc

ADDRESS: 101 Starcrest Dr

CITY: Clearwater STATE: FL ZIP CODE: 32756

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX. # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: Steven Mazon

TITLE: Vice President / Partner

FEDERAL I.D. (F.E.I.N.) # 59-1117778

E-MAIL ADDRESS: Stevenmazon@BouchardInsurance.com
(Authorized Company Representative)

COMPANY STATUS:

INCORPORATED: ☒ Y ☐ N State Incorporated: Florida Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☒ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

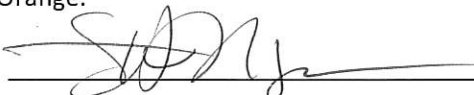
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: 

Printed/Types Name: Steven Mazon Title: Vice President

Commodity/Services 001-953-00 - Insurance and Insurance Services, All types
018-918-69 - Insurance Consulting

This document must be completed and returned with your Submittal

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ROGER BOUCHARD INSURANCE, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 101 STARCREST DRIVE	Requester's name and address (optional)
	6 City, state, and ZIP code CLEARWATER, FL 33765	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
5	9	-	1	1	1	7	7	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ January 25, 2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: Roger Bouchard Insurance Inc

CONTACT PERSON/TITLE: Steven Mazon

MAILING ADDRESS: 101 Starcrest Dr

CITY-STATE-ZIP: Clearwater, FL 32756

Length of Time at Address Provided: 15 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): 59-1117778

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 407 569 1546 FAX: 407 846 2841

EMAIL: Stevenmazon@BouchardInsurance.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Steven Mazon who, after being sworn according to law, stated that he or she was authorized to represent Bouchard Insurance and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.9 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Brittany Caraballo
SIGNATURE OF NOTARY PUBLIC

THIS 10 DAY OF January, 20 17

My Commission Expires: 2/26/2020

[Signature] 1/10/17
SIGNATURE OF AFFIANT DATE

Steven Mazon / Vice President
PRINTED NAME OF AFFIANT / TITLE

Bouchard Insurance
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

RFP 17-16 INSURANCE BROKERAGE SERVICES COST/FEE PROPOSAL

(Complete, sign and date, and insert this document under Tab H in proposal)

Proposal Submitted by Roger Bouchard Insurance Inc
(Name of Company/Entity)

INSURANCE BROKERAGE SERVICES COST/FEE PROPOSAL	
ANNUAL LUMP SUM DOLLAR AMOUNT FOR PROVISION OF SERVICES OUTLINED IN SECTION 3 – SCOPE OF SERVICES FOR RFP 17-16 INSURANCE BROKERAGE SERVICES	\$ <u>100,000.00</u>

Authorized Signature: 

Printed Name of Authorized Signer: Steven Mazon

E-Mail of Authorized Contact: Stevenmazon@bouchardinsurance.com

Exhibit 1



Medical Plan Review

Presented by
1/13/2016



www.bouchardinsurance.com



Enrollment/Premium/Claims & MLR

	Enrollment			Capitation			Fee for Service Claims							
Service Year Month	Contracts	Members	Premium	PCP	Specialty	Total Capitation	Inpatient	Outpatient	Physician	Other	Total Medical	Pharmacy	Grand Total	MLR
201410	136	239	\$67,817	\$0	\$1,331	\$1,331	\$4,744	\$4,396	\$3,441	\$879	\$13,460	\$16,882	\$31,673	46.7%
201411	137	240	\$68,533	\$0	\$1,340	\$1,340	\$0	\$6,226	\$2,825	\$840	\$9,891	\$14,620	\$25,851	37.7%
201412	137	242	\$64,283	\$0	\$1,345	\$1,345	\$15,755	\$27,146	\$14,172	\$4,402	\$61,474	\$18,909	\$81,728	127.1%
201501	137	240	\$68,087	\$30	\$1,345	\$1,375	\$0	\$5,035	\$6,381	\$530	\$11,947	\$18,307	\$31,628	46.5%
201502	125	221	\$65,937	\$30	\$1,249	\$1,279	\$72,039	\$21,380	\$10,782	\$3,012	\$107,214	\$18,000	\$126,493	191.8%
201503	123	211	\$65,532	\$30	\$1,208	\$1,238	\$136,775	\$10,437	\$15,870	\$2,126	\$165,208	\$15,199	\$181,645	277.2%
201504	123	214	\$52,901	\$30	\$1,285	\$1,315	\$5,500	\$17,690	\$8,205	\$799	\$32,194	\$16,830	\$50,339	95.2%
201505	122	211	\$61,033	\$30	\$1,271	\$1,301	\$0	\$15,881	\$4,251	\$990	\$21,123	\$12,401	\$34,826	57.1%
201506	124	210	\$61,831	\$60	\$1,221	\$1,281	\$2,091	\$8,222	\$7,884	\$726	\$18,923	\$12,720	\$32,923	53.2%
201507	123	206	\$59,167	\$0	\$1,214	\$1,214	\$7,326	\$23,223	\$17,262	\$178	\$47,988	\$10,465	\$59,667	100.8%
201508	123	209	\$60,656	\$0	\$1,233	\$1,233	\$3,588	\$15,001	\$12,946	\$591	\$32,125	\$10,500	\$43,858	72.3%
Total	1,410	2,443	\$695,776	\$210	\$14,042	\$14,252	\$247,818	\$154,637	\$104,019	\$15,072	\$521,547	\$164,833	\$700,632	100.7%
Grouping Avg	128	222	\$63,252	\$19	\$1,277	\$1,296	\$22,529	\$14,058	\$9,456	\$1,370	\$47,413	\$14,985	\$63,694	100.7%
Monthly Avg	118	204	\$57,981	\$18	\$1,170	\$1,188	\$20,652	\$12,886	\$8,668	\$1,256	\$43,462	\$13,736	\$58,386	100.7%

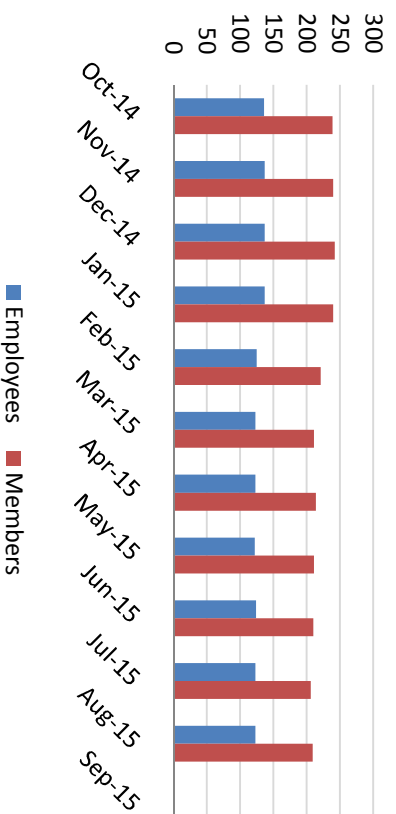
Claims Incurred 10/2014 to 08/2015 (11 months)
Claims Paid Period 10/2014 to 11/2015 (13 months)

Current Plan Year Florida Blue

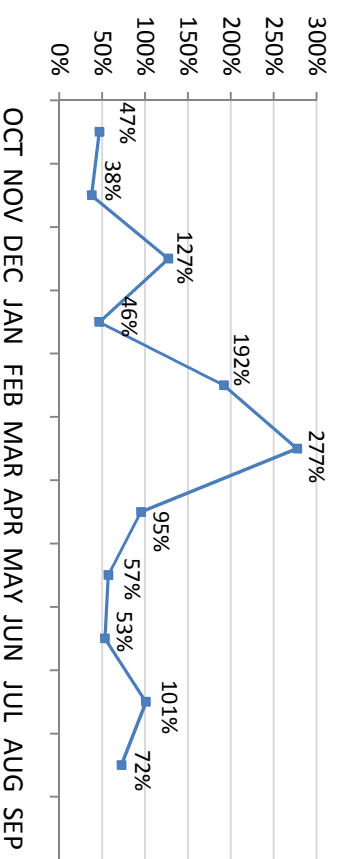
2014-2015 Plan Year

Year/Month	Employees	Members	Premium	Claims	Premium PEPM	Premium PMPM	Claims PEPM	Claims PMPM
Oct-14	136	239	\$67,817	\$31,673	\$499	\$284	\$233	\$133
Nov-14	137	240	\$68,533	\$25,851	\$500	\$286	\$189	\$108
Dec-14	137	242	\$64,283	\$81,728	\$469	\$266	\$597	\$338
Jan-15	137	240	\$68,087	\$31,628	\$497	\$284	\$231	\$132
Feb-15	125	221	\$65,937	\$126,493	\$527	\$298	\$1,012	\$572
Mar-15	123	211	\$65,532	\$181,645	\$533	\$311	\$1,477	\$861
Apr-15	123	214	\$52,901	\$50,339	\$430	\$247	\$409	\$235
May-15	122	211	\$61,033	\$34,826	\$500	\$289	\$285	\$165
Jun-15	124	210	\$61,831	\$32,923	\$499	\$294	\$266	\$157
Jul-15	123	206	\$59,167	\$59,667	\$481	\$287	\$485	\$290
Aug-15	123	209	\$60,656	\$43,858	\$493	\$290	\$357	\$210
Sep-15								
11 Months Total	128	222	\$695,776	\$700,632	\$494	\$285	\$504	\$291

Enrollment
10/2014 to 8/2015 - Current Plan Year



Ave. MLR
106%
Medical Loss Ratio - by Month
10/2014 - 9/2015 Current Plan Year



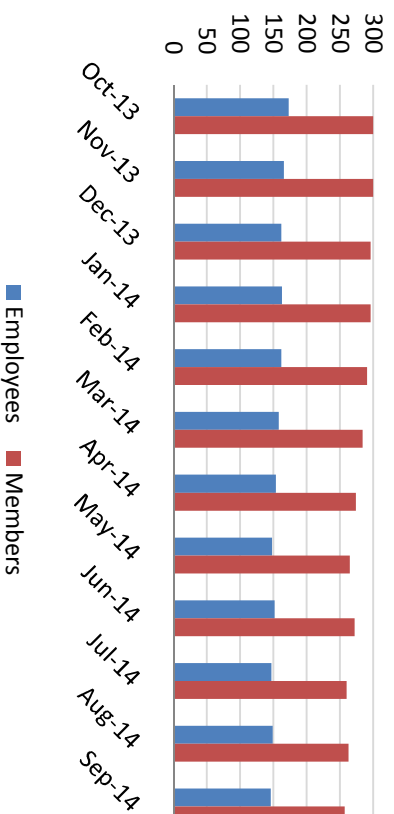
Prior Plan Year - Aetna

2013 - 2014

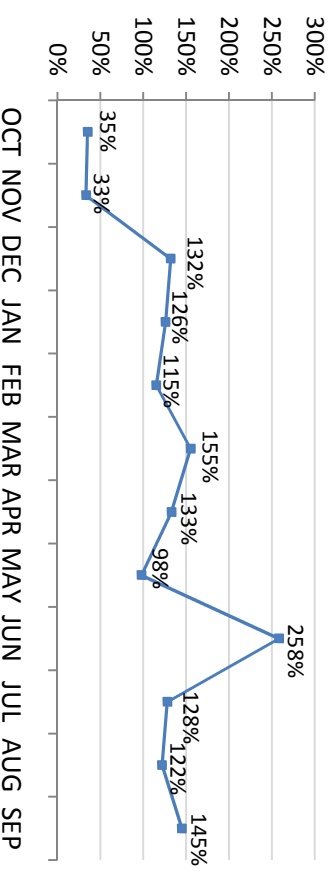
2013-2014 Plan Year

Year/Month	Employees	Members	Premium	Claims	Premium PEPM	Premium PMPM	Claims PEPM	Claims PMPM
Oct-13	173	311	\$77,009	\$27,081	\$445	\$248	\$157	\$87
Nov-13	166	302	\$74,966	\$24,956	\$452	\$248	\$150	\$83
Dec-13	162	296	\$73,194	\$96,579	\$452	\$247	\$596	\$326
Jan-14	163	296	\$73,446	\$92,546	\$451	\$248	\$568	\$313
Feb-14	162	291	\$72,684	\$83,794	\$449	\$250	\$517	\$288
Mar-14	158	284	\$72,684	\$112,857	\$460	\$256	\$714	\$397
Apr-14	154	274	\$71,532	\$95,135	\$464	\$261	\$618	\$347
May-14	148	265	\$70,462	\$68,921	\$476	\$266	\$466	\$260
Jun-14	152	272	\$62,187	\$160,619	\$409	\$229	\$1,057	\$591
Jul-14	147	260	\$66,975	\$85,761	\$456	\$258	\$583	\$330
Aug-14	149	263	\$70,326	\$85,799	\$472	\$267	\$576	\$326
Sep-14	146	257	\$61,277	\$88,922	\$420	\$238	\$609	\$346
12 Months Total	157	281	\$846,741	\$1,022,970	\$451	\$249	\$450	\$249

Enrollment
10/2013 - 9/2014 Plan Year

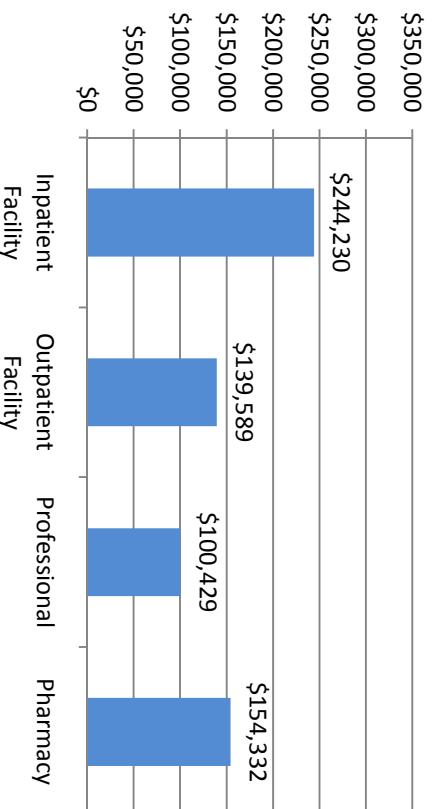


Ave. MLR
123%
Medical Loss Ratio - by Month
10/2013 - 9/2014 Plan Year

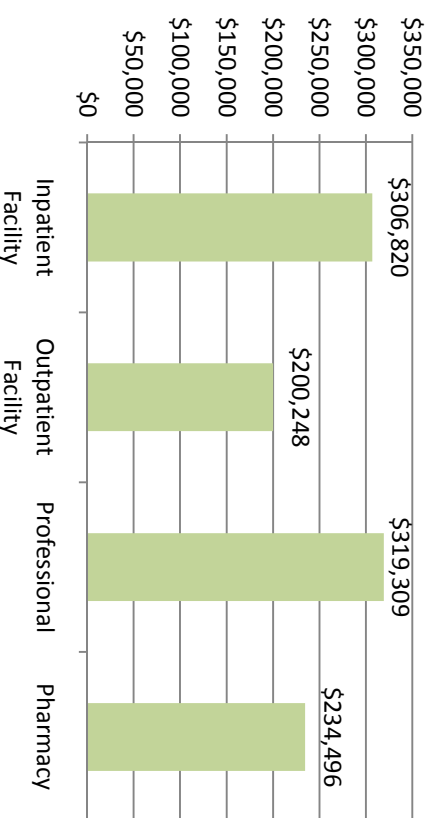


Claims by Service Type

Florida Blue Claims by Service Type
10/2014 - 10/2015



Aetna Claims by Service Category
10/2013 - 9/2014



Notes:

- Overall decrease in claims spend by Service Type, when comparing current plan year to prior.
- Florida Blue data represents an incurred period of 10/2014 to 8/2015 and paid period of 10/2014 to 11/2015.
- Aetna data represents an incurred and paid period of 10/2014 to 9/2015.

Enrollment Demographics

- Medical plan enrollment has decreased, when comparing current plan year to prior:
 - 129 enrolled employees; 223 total members (2014-2015)
 - 153 enrolled employees; 304 total members (2013-2014)
- Current enrollment by relationship:
 - 129 average number of enrolled employees
 - 33 average number of enrolled spouses
 - 61 average number of enrolled children

Exhibit 2

Health Plan Design Benchmark Report



The 2014 Health Plan Design Benchmark Report consists of data from nearly 31,000 employers and 50,000 plans* during the 2014 calendar year. It offers benchmarking information for the following key design measures:

- Individual Out-of-Pocket Maximum
- Coinsurance
- Individual Deductible
- Office Visit Copay
- Emergency Room Copay
- Prescription Drug Deductible

Results shown are based on the following selections:

Region: South Atlantic

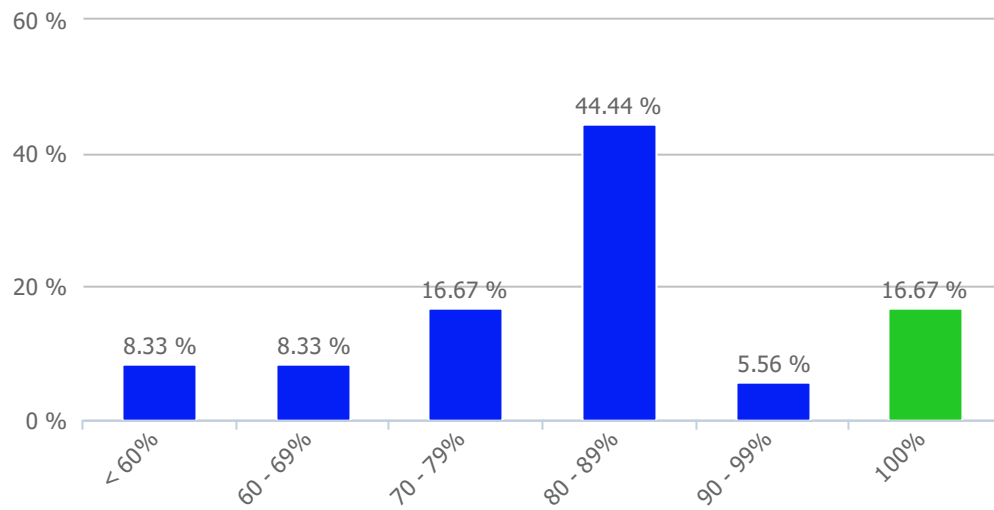
Plan type PPO

Industry: Manufacturing, Professional, Scientific, and Technical Services

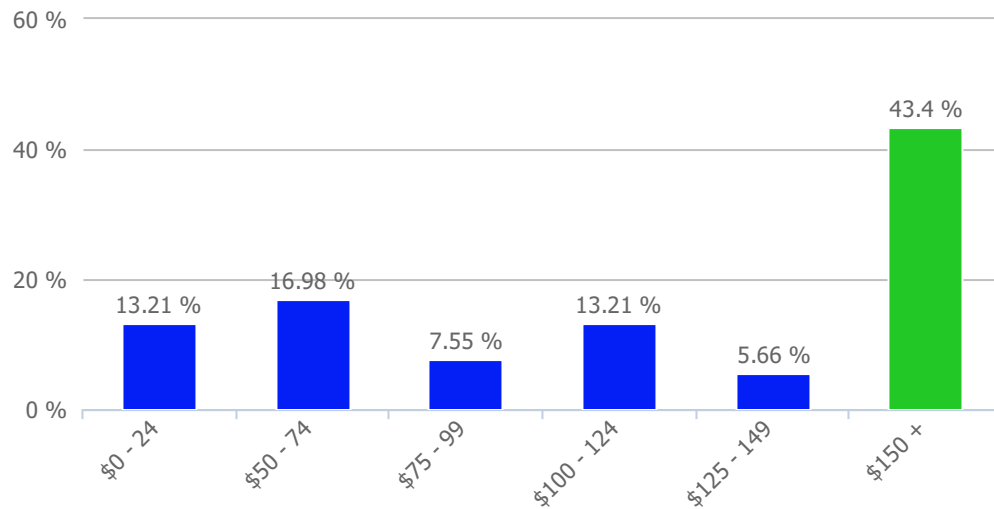
Client size: 100 - 499

* Though this is a large sample size, care should be taken in applying and interpreting this data. It has not been validated for statistical significance or margin of error. It is informational in nature and should be used in conjunction with the advice of a licensed insurance broker.

Co-insurance

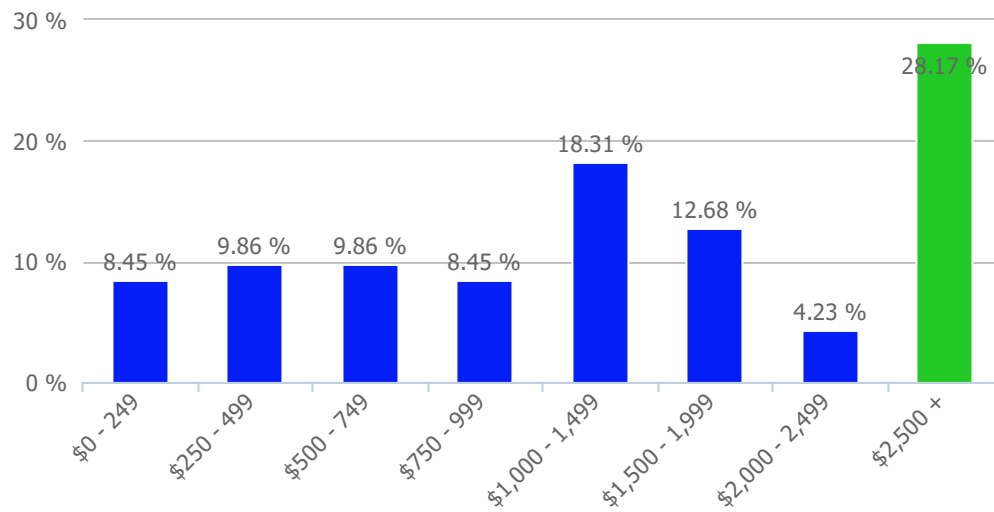


Emergency Room Copay

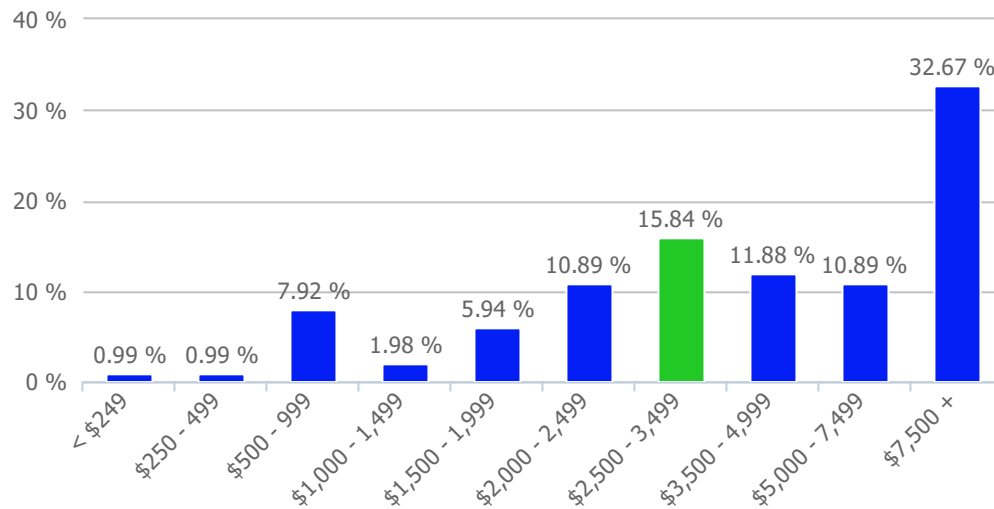


Region: South Atlantic
 Plan type PPO
 Industry: Manufacturing, Professional, Scientific, and Technical Services
 Client size: 100 - 499

Individual Deductible

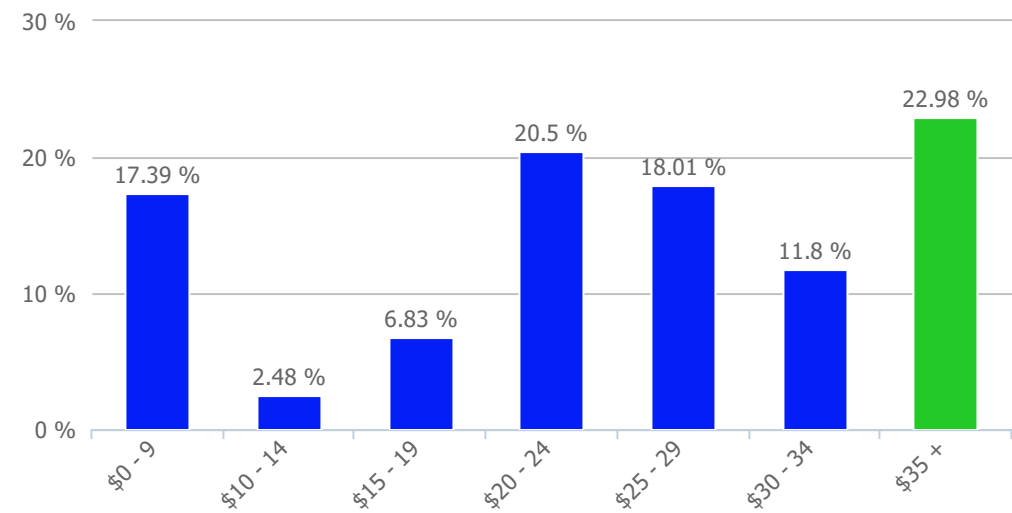


Individual Out-of-Pocket Maximum

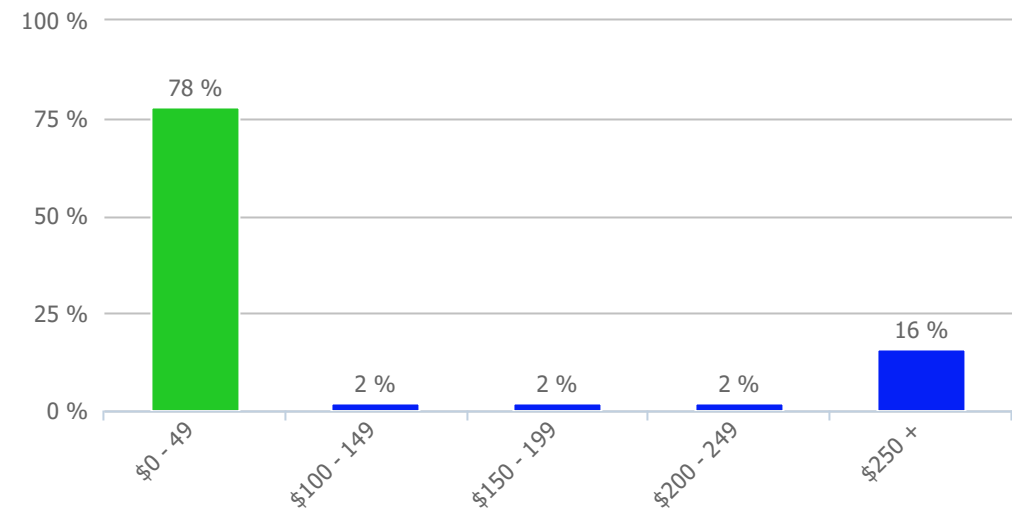


Region: South Atlantic
 Plan type: PPO
 Industry: Manufacturing, Professional, Scientific, and Technical Services
 Client size: 100 - 499

Office Visit Copay



Prescription Drug Deductible



Region: South Atlantic
Plan type PPO
Industry: Manufacturing, Professional, Scientific, and Technical Services
Client size: 100 - 499



VENDOR REFERENCE VERIFICATION

RFP: 17-16 Insurance Brokerage Services

Vendor:		BB & T Insurance Services				
Reference:		Orlando Utilities Commission	Greater Orlando Aviation Authority (Orlando International Airport)	CNL Financial Group	Ripley Entertainment, Inc.	Massey Services
Reference Contact Name:		German Romero	Denise Andrews	Lisa Schultz	Darren Loblaw Sara Simmons Oliver	Jean Nowry
Reference Title:		Director of Human Resources	Human Resources Manager	Chief Human Capital Officer	Director, Human Resources	Vice President, Corporate Services Officer
Reference email:		Gromero@ouc.com	dandrews@goaa.org	Lisa.Schultz@cnl.com	oliver@ripleys.com	jnowry@masseyservices.com
Reference Phone Number:		407.434.2018	407.825.3765	407.650.1223	407.345.8010	407.645.2500
Questions:						
1.	What type of services did the Vendor do for you? What was the scope of the project?	Consulting services for OUC’s medical programs, life insurance and disability benefit programs. In addition to conducting RFP’s and other market analysis, BB&T assists in setting up programs, conducting audits on service delivery by vendors to OUC. BB&T also assist OUC is dealing with medical claim issues, to include both assistance at OUC corporate level as well as being an employee advocate as necessary. Consulting services for HIPPA and ACA regulations. And reporting.	BBandT is our current provider and serve as our Benefits Consultant. What was the scope of the project? Our representatives, Charles Cook and DeAna Mullins, provide service and guidance for all aspects of Health and Welfare. They assist with renewal rates for benefit plans, assist with competitive procurement process for Third Party Administrators, advise on local and national trends, ongoing analysis of plan designs including retiree coverages, keep us abreast of legislative and regulatory changes, etc.	BBT provides all varieties of valued services for CNL. They negotiate our yearly contracts with benefit vendors for open enrollment, thoroughly advise us throughout the process, assist us with open enrollment meetings and new hire orientations, assist our associates with benefits questions and issues, as well as claims issues, provide heavy benefits compliance information and guidance for all benefit-related laws (HIPAA, ERISA, ACA, etc.), manage the COBRA process for us, audit our invoices to make sure they match our employee count, provide guidance and assistance with our Wellness program (they helped us implement the program), help coordinate our wellness fair and attend, we have our 5500 processed through SHDR who is associated with BBT at no additional cost, SHDR runs one of our Non-discrimination tests (for a fee), self-funding reports are created and provided by BBT, all with excellent customer attention and service. I am certain I am missing something in the list here too...if you have additional specific questions on a potential service you do not see listed here, please feel free to follow up with me.	BB&T Insurance Services has been our broker for more than 10 years. They have been responsible for assisting us in reviewing appropriate coverage and plans, providing enrollment assistance, training for staff, and reporting.	Email sent 1/18/2017; 2nd Email requeust sent 1/27/16; Phone Call - Left Message (1/30/17 - OT), call back to OT Ms. Nowry will respond by Wednesday. No response received as of 02/02/2017
2.	Did they meet the terms of the contract?	Yes	Yes	Absolutely	Yes, they have been timely, thorough and excellent to work with.	

3.	Was the project completed on time?	Yes	Yes	Absolutely – not really a “project” however so, tough to answer this one. Are they timely? Yes.	Yes, they are very responsive.	
4.	Was the project completed within budget?	Yes	Yes. Mr. Cook is our point of contact and he worked diligently with the Carriers to negotiate the best renewal rate possible. He has been successful on several occasions where the Authority experienced a single digit renewal rate.	Absolutely – not really a “project” however so again, tough to answer this one. We deem the fees we are charged to be reasonable based on the scope of services.	Yes, they are sensitive to our cost restraints and assist us in working within that framework.	
5.	How well did the Vendor communicate with you?	Communication with BB&T is excellent	Very well. The team is very responsive.	Excellent communication, no issues	Very well.	
6.	Did they respond in a timely manner to calls, requests, etc.?	Always	Absolutely	Yes	Yes, they are responsive and work diligently to get the information we need quickly. They always communicate as to status of our requests.	
7.	Did they provide adequate staff to take care of the needs of your company/ agency?	Yes	Yes	Yes	Yes.	
8.	How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?	The vendor and staff are excellent, very attentive to our needs and always available on our schedule.	There were no frustrations. The entire team is very responsive to the needs and requests. We entered into an initial agreement with BBandT in 2010 for a five year period. They were selected again, via a competitive bid process, in 2016 with a seven year agreement.	Any frustrations we have felt have been with the actual carriers and BBT has worked alongside us to resolve any situations we have had with carriers. I have no issues with BBT.	I have had no frustrations with this vendor. They work hard for us. The only frustrations we have had are with the benefit carriers themselves.	
9.	What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 305 years?	No reservations	Yes	Extremely high and yes, absolutely.	Yes, we are committed to continuing the partnership.	
10.	Overall, would you recommend this Vendor?	Yes	Yes, I highly recommend BBandT.	Yes, without hesitation.	Yes, this is actually the second time I have worked with BB&T Insurance Services and I’ve worked with several brokers there. They have all been top-notch.	

11.	Additional comments:		Charles Cook and DeAna Mullins show great leadership in providing excellent customer service to their clients. They go above and beyond to respond to the needs of the Authority.			
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Vendor:		Brown & Brown of Florida, Inc.				
Reference:		City of Ormond Beach	City of Holly Hill	City of New Smyrna Beach	City of Edgewater	City of Palm Coast
Reference Contact Name:		Claire Whitley	Diane Cole	Carol Hargy Claudia Rogers	Julie Christine	Wendy Cullen
Reference Title:		Human Resources Director	Human Resources Manager	Human Resources Director HR Specialist	Human Resources Director	Human Resources Director
Reference email:		Claire.Whitley@ormondbeach.org	Dcole@cityofhollyhill.org	Crogers@cityofnsb.com	JAChristine@cityofedgewater.org	Wcullen@palmcoastgov.com
Reference Phone Number:		386.676.6702	386.248.9440	386.410.2642	386.424.2400 ext 1701	386.986.3720
Questions:						
1.	What type of services did the Vendor do for you? What was the scope of the project?	Broker for Health and Wellness insurance coverages (medical, dental, vision, life insurance and all voluntary coverages), also provides various support services related to administration of insurance coverages.	Two Fold services, Employee Benefit Services, and Risk Management.	Insurance Broker	Brokerage service for sourcing Fully Insured Health Benefits	Email sent 1/18/2017; 2nd Email request sent 1/27/16; Phone Call - Left Message (1/30/17 - OT) No response as of 02/02/2017
2.	Did they meet the terms of the contract?	Yes	Yes, Customer Service is Top Notch.	Yes	Yes	
3.	Was the project completed on time?	Yes	Yes	Yes	Met Production	
4.	Was the project completed within budget?	Yes	Yes	They have not raised their fee, although we have renewed several times (on a one year basis)	Yes	
5.	How well did the Vendor communicate with you?	Excellent communication and support.	Wonderful communication.	Good	Frequently through e-mails, phone calls and scheduled meetings.	
6.	Did they respond in a timely manner to calls, requests, etc.?	Yes, extremely accessible and responsive.	Yes	Yes	Yes	
7.	Did they provide adequate staff to take care of the needs of your company/ agency?	Yes	Yes.	Yes	Yes	
8.	How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?	Excellent experience, willing to tailor services to our needs, extremely quick to resolve any issues, and provides service above and beyond obligations.	Very good. Provide various Services. Assisted Finance Director with ACH Reporting.	I have not been frustrated with the vendor and they help with any frustrations with the other insurance carriers	Very Good	

9.	What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 305 years?	Yes, very confident.	Yes, very confident.	High level of confidence and yes they will meet our needs for the next 3-5 years (if I am able to renew with them)	The City of Edgewater is constantly working to be prepared for what the future holds so, working with Brown and Brown allows us to find additional creative ways to provide a better more cost effective level of service.	
10.	Overall, would you recommend this Vendor?	Yes	Yes.	Yes	Yes	
11.	Additional comments:	Very knowledgeable, has sufficient resources to handle requests, is very flexible and willing to address our specific needs as a client, and handles everything professionally and positively.	Wonderful resource in Risk Management, and excellent in all services that they provide.		N/A	

Vendor:		Florida Municipal Insurance Trust				
Reference:		City of Tarpon Springs	City of Winter Springs	City of Greenacres	City of North Lauderdale	City of Cooper City
Reference Contact Name:		Jane Kniffen	Casey Howard	Suzanne Skidmore	Jennifer Yarmitzky	Cheryl Berke
Reference Title:		Human Resources Director	Human Resources & Benefit Administrator	Human Resources Specialist	Human Resource Generalist	Human Resources Program Administrator
Reference email:		jkniffen1@ci.tarpon-springs.fl.us	choward@winterspringsfl.org	sskidmore@ci.greenacres.fl.us	jyarmitzky@nlauderdale.org	cheryl@coopercityfl.org
Reference Phone Number:		727.938.3711	407.327.5962	561.642.2001	954.597.4712	954-434-4300 ext 238
Questions:						
1.	What type of services did the Vendor do for you? What was the scope of the project?	All property and casualty, and work comp, and health and dental.	Health, General Liability, Workmans Comp.	The City of Greenacres uses FMIT for a multitude of products that they offer: Health, Dental, General Employment Retirement Plan, PSO/FF Pension Plan is Administered through FMIT, our Risk Management Services are through FMIT.	Health, dental, vision and prescription group insurance.	Florida Municipal Insurance Trust (FMIT) has provided health, ancillary, and property and liability insurance to the City of Cooper City for several years. We have been extremely pleased with their service and their representatives, who are readily available to assist us in any way possible. They provide asset surveys, detailed review of assets, employee safety training in a variety of areas (ladder safety, traffic safety, confined spaces, etc.), and guidance on all insurance/risk management areas. In addition, through their Synergy Program, they provide us with turnkey (or with as much assistance as we request) disaster management/repair/recovery of our City facilities during a natural disaster (i.e., hurricane, flooding, etc.). FMIT also coordinated the Medicare Supplement options that we make available to our retired Elected Officials and Department Directors (who meet certain criteria) with United Healthcare through AARP. The employees and Elected Officials are, and have been, very pleased with the services provided by FMIT for many years. I hope this provides adequate information for the purpose of your inquiry as some of the questions below may not apply to
2.	Did they meet the terms of the contract?	Yes	Yes	The City has been with the League 20+ years in various ways.	Yes	
3.	Was the project completed on time?	Yes	Yes	N/A	On-going	
4.	Was the project completed within budget?	Yes	Yes	N/A	Yes	
5.	How well did the Vendor communicate with you?	Very Good.	Very Well.	? I have been the Plan Administrator of Health and Dental since I have come to the City of Greenacres almost 12 years ago. I am very organized. Whenever I have a question and do not understand something, I am usually the first person who is questioning FMIT on something and they are always responsive and helpful.	Great communication with the vendor.	
6.	Did they respond in a timely manner to calls, requests, etc.?	Yes	Everyone does. Usually pretty good across the board.	They will always call or email you back.	Yes, they are very prompt in responding to our calls and e-mails.	

7.	Did they provide adequate staff to take care of the needs of your company/ agency?	Yes	Yes	You still need a good Plans Administrator in place that is organized. In my opinion, it takes both to make things happen but I think that would happen with any vendor you choose.	Yes	questions below may not apply to Cooper City.
8.	How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?	Every once in a while you get a holdup with health care. Always been very good and fast to resolve any issues. No frustrations.	Experience has been very good. Frustrations, perhaps takes a little long on the health side. Issues trying to get renewal numbers.	I have never worked with more great people. I have known most of them since I came to the City. Most of their employees have stayed with them which is so nice because it brings consistencies within their own organization.	Working with vendor has been a great experience. No frustrations that I can think of at this time.	
9.	What is your level of confidence in using this Vendor in the future? Do yo ufeel the vendor will meet your needs in the next 305 years?	Very High.	Fine.	With the City of Greenacres getting a new City Manager this past year after 15+ years with the same City Manager and I became the Director of Human Resources we are going out for bid for brokerage services just because the City has not looked. The City just wants to make sure we are paying the right amount of money for what we are getting.	Good. We signed on with FLC in 2004 to provide group health, vision and prescription and have continued with annual renewals since that time. We added dental in FY 12.	
10.	Overall, would you recommend this Vendor?	Yes.	Yes.	YES- I do like the FMIT and I think the people that work there is what makes that place so great and willing to help you.	Yes	
11.	Additional comments:	Great Company, diverted a lot of claims from the insurance company. Started wellness clinic and their services were very benefical.	No.	If you have any additional questions or concerns please do not hesitate to contact me.	We are a small City so having access to a FLC Wellness Coordinator is also a great resource for us. They assist us with promoting our Wellness Program, conducting annual Wellness Screenings and Health Assessments, flu shots, etc.	

Vendor:		Bouchard Insurance, Inc.		
Reference:		Osceola County Government	City of Kissimmee	Kissimmee Utility Authority
Reference Contact Name:		Fanya Vasquez	Beth Stefek	Dr. Wilbur Hill
Reference Title:		HRIS and Benefits Manager	HR Director	HR Vice President
Reference email:		fanya.vasquez@osceola.org	bstefek@kissimmee.org	Whill@kua.org
Reference Phone Number:		407.742.1200	407.518.2114	407.933.7777 ext 6150
Questions:				
1.	What type of services did the Vendor do for you? What was the scope of the project?	Bouchard Insurance is our current broker and has been for over 15 years. They provide Benefits related services (Health, Dental, Life, Disability, Vision, and FSA) as well as employee incentive programs like Gym membership. They also provide Casualty and Worker’s Comp consulting. Bouchard is responsible for all of our compliance, Medical Plans RFP’s, actuarial reports, is liaison between all of our TPA’s for provided services. Issue resolution, Open Enrollment, and negotiations.	Been broker for medical, dental, life, and all self insured risk management program for the 15 years that Beth has been there. All insurance lines.	Email sent 1/18/2017; 2nd Email request sent1/27/16; Phone Call 1/31/17 - OT - Left Message With Daisey. Daisy requested the information via E-Mail. Sent to Whill@kua.com No response as of 02/02/2017
2.	Did they meet the terms of the contract?	Yes	Yes	
3.	Was the project completed on time?	Yes	Yes	
4.	Was the project completed within budget?	Yes	Yes	

5.	How well did the Vendor communicate with you?	Our Communication is above expectations. We are a very demanding group and I expect a response within the same business day or minutes, is the need arises. Our Bouchard team is always there, Office number or Cell number, always available. We required written follow up communication and/or back up documentation for most items and we don't have to ask, is part of our already stablished process.	We have no issues. Very good luck. Help us with everything we need or we wouldn't still be with them. We work only with the Kissimme Office.	
6.	Did they respond in a timely manner to calls, requests, etc.?	Yes, always.	Yes	
7.	Did they provide adequate staff to take care of the needs of your company/ agency?	We always have a minimum of 2-3 staff members available to us. During high demand items, like open enrollment or Health Fairs, additional staff members become available to as even before we ask.	Yes	
8.	How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?	Frustrations, none. There have instances(which are normal) in which things couldn't be done by the time we wanted them done but, for the most part there were valid reasons like the involvement of their parties, regulations, etc. So, our experience have been possible and we are looking forward to continue our business relationship.	For the most part, no issues, and have been very happy with everyone.	

9.	What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 305 years?	Absolutely, the Bouchard team continues to evolve and they have a great group of professionals who keep themselves well rounded with regulations and changes. I have yet to ask a question that they couldn't answer. Their advice and recommendations have always been on point.	Instrumental in helping us with insurance services.	
10.	Overall, would you recommend this Vendor?	Absolutely.	Yes.	
11.	Additional comments:	Great team of local professionals. Their training program is also very good and they are always available to provide courses as required and on request, if needed. Overall, we are very satisfied with their services.		



CITY OF PORT ORANGE
EVALUATION SHEET for RANKING of PROFESSIONALS

RFP # 17-16 INSURANCE BROKERAGE SERVICES

Evaluation Committee Meeting

Meeting Date: February 15, 2017 @ 4:30 p.m.

Company Name	Evaluation Committee Members			Total Ranking Score	Final Rank
	Heather Carrizales	Tracey Riehm	Mayor Donald O. Burnette		
BB & T Insurance Services	75	74	94	243	3
Bouchard Insurance, Inc.	77	74	99	250	2
Brown & Brown Insurance of Florida, Inc.	81	96	105	282	1
Florida Municipal Insurance Trust *					

* Florida Municipal Insurance Trust's proposal did not provide for requested services as identified in the RFP solicitation document; firm is a carrier, not a broker, therefore the evaluation committee determined on 2/7/17 that FMIT's proposal would not be considered for evaluation.

Motion made by H. Carrizales to move to Recommendation of Award; Second was made by Tracey Riehm. Motion Carried by vote 3 - 0.

RECOMMENDATION OF AWARD

Brown & Brown Insurance of Florida, Inc.

Purchasing Manager:





**CITY OF PORT ORANGE, FLORIDA
RFP TABULATION SHEET**

ALL PROPOSALS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PROPOSALS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY PROPOSALS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL PROPOSALS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

RFP NUMBER: RFP-17-16
RFP TITLE: INSURANCE BROKERAGE SERVICES
OPENING DATE/TIME: January 13, 2017 AT 2:30 P.M.

	Response 1	Response 2	Response 3	Response 4
Submittal of Required Forms (mark "yes" or "no")	BB & T Insurance Services Maitland, Florida	Bouchard Insurance Clearwater, Florida	Brown & Brown Insurance of FL, Inc. Daytona Beach, Florida	Florida Municipal Insurance Trust Tallahassee, Florida / Orlando Office
9.1 Submittal Checklist	Yes	Electronic Copy - Yes	Yes	Yes
9.2 Vendor's Acknowledgment	Yes	Electronic Copy - Yes	Yes	Yes
9.3 Addendum/Change Order Acknowledgement	Yes	Electronic Copy - Yes	Yes	Yes
9.4 Drug Free Preference Statement	Yes	Electronic Copy - Yes	Yes	Yes
9.5 Statement on Public Entity Crimes	Yes	Electronic Copy - Yes	Yes	Yes
9.6 Affidavit of Anti-Collusion	Yes	Electronic Copy - Yes	Yes	Yes
9.7 Authorized Signatures/Negotiators	Yes	Electronic Copy - Yes	Yes	Yes
9.8 Vendor Information Form & W-9	Yes	Electronic Copy - Yes	Yes	Yes
9.9 Local Business Affidavit of Eligibility	Yes	Electronic Copy - Yes	Yes	Yes
Cost/Fee Proposal (Tab H)	Yes	Electronic Copy - Yes	Yes	Yes
Copy of Certificate of Insurance	Yes	Electronic Copy - Yes	Yes	Yes
1 Original, 1 Digital Copy	Yes	Yes	Yes	Yes
Deemed Responsive?	Responsive	Responsive *	Responsive	Responsive

* Waiver of Irregularity Approved by
City Manager 1/23/17

Opened and tabulated by: David Battaglia, Purchasing Agent

Witnessed by: O.T. Powell, Buyer



INTENT TO AWARD (REVISED)

RFP # 17-16

INSURANCE BROKERAGE SERVICES

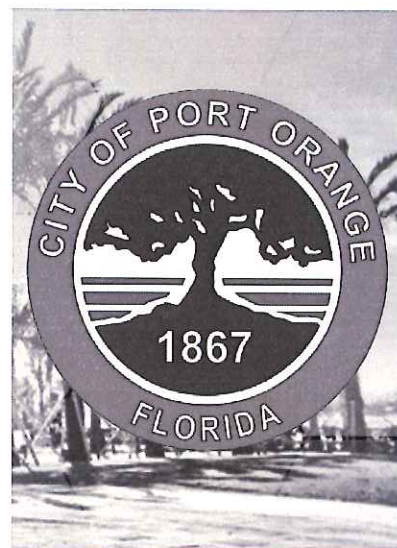
February 16, 2017

Purchasing received four (4) proposal submittals for RFP # 17-16, Insurance Brokerage Services. One (1) proposal was deemed ineligible for evaluation as the submitted proposal did not conform to the required services identified in the scope of work.

After review of the remaining three (3) proposals submitted, the Evaluation Committee has made its recommendation to award to Brown & Brown Insurance of Florida, Inc., of Daytona Beach, Florida.

Recommendation to award will be presented for City Council approval on February 28, 2017.

**Diana M. Fye, CPPB, FCPA
Purchasing Manager**



CITY OF PORT ORANGE

Request for Proposal
RFP # 17-16 - Insurance Brokerage Services

Submitted By:

Brown & Brown of Florida, Inc.
Est. 1939 in Daytona Beach, FL

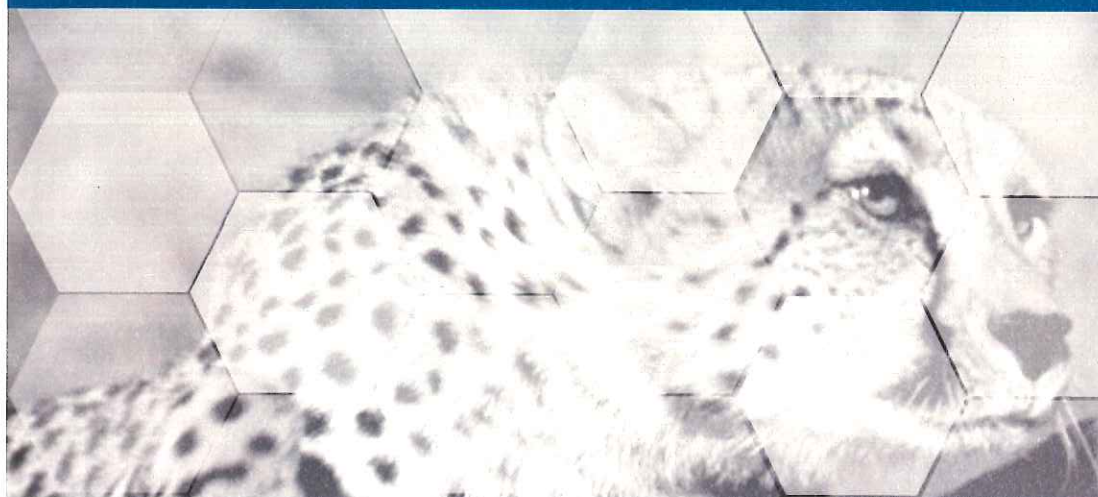
Presented By:

Steve Farmer
Executive Vice President
SFarmer@BBDaytona.com
(386) 239-7233

Julie Freidus
Senior Vice President
JFreidus@BBDaytona.com
(386) 239-8820

Jessica Scott
Vice President
JScott@BBDaytona.com
(386) 239-8836

*ORIGINAL
DOCUMENT*



**Brown
&
Brown**
INSURANCE

TABLE OF CONTENTS

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January 13, 2017

Purchasing Division
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129



RE: RFP # 17-16 Insurance Brokerage Services

Dear Evaluation Committee Member,

On behalf of Brown & Brown of Florida, Inc., we are pleased to submit our response for RFP #: 17-16 Employee Benefits Consulting and Brokerage Services. We trust that you will find our response to be concise in demonstrating our understanding of City of Port Orange solicitation for a qualified professional insurance consultant and broker.

Brown & Brown was founded in 1939 in Daytona Beach, Florida where its headquarters remain today. The Company is ranked as the sixth largest insurance intermediary in the United States and seventh in the World by Business Insurance Magazine. Brown & Brown has over 190 offices in over 40 states, with 30+ offices located in Florida. Our total employee count currently exceeds 8,000 nationally, **including over 73 that live within the City limits of Port Orange.**

Our Daytona Beach office has focused on risk management and the insurance needs of Florida's public entities since 1992. Since that time, our public entity business has grown to include over 230 of Florida's public entities ranging from small special districts and towns, to large school districts and counties. Brown & Brown-Daytona has a particularly strong presence in the Volusia County and Central Florida area. We currently consult or act as a broker on **14 of the 16 municipalities in Volusia County and over 74 of the public entities within Central Florida. Combined medical savings on Volusia County municipalities in 2016 exceeds \$1.8 million.**

Brown & Brown's Employee Benefits Division has developed into one of the nation's largest with premiums in excess of \$4,000,000,000 annually. This premium affords us a distinct advantage when it comes time to negotiate the City's renewal. Brown & Brown's established relationships with carriers and our reputation provide us a proven ability to bring forth the most competitive rates and programs the market has to offer. The City benefited from these savings in 2014 by having Brown & Brown as their broker. We were able to offer premium savings for medical coverage of \$140,891 with Aetna and \$56,348 with Florida Health Care, which The City chose to take advantage of. We also offered premium savings on dental coverage by negotiating a savings of \$39,246 with MetLife and \$25,601 with Florida Combined Life (FCL), which the City elected to take. Brown & Brown also negotiated a 2-year rate hold on the FCL plan. **The City chose to take advantage of the negotiated total premium savings of \$81,949.** Because we are always looking for the best possible solutions for our clients, Brown & Brown



Daytona developed the Florida Government Healthcare Solutions (FGHS) Consortium, providing an additional competitive market and option for Florida's public entities.

Brown & Brown's success as a corporation is due largely to our ability to adapt to the demand of the marketplace and to the needs of our clients. Our in-house Risk Management Division caters to our public entity groups by providing:

- Budget Projections
- Detailed Claims Analysis
- Benchmarking Reports
- Advanced Benefit Administration Technology
- Certified Wellness Counselor to develop wellness programs specific to each client's needs
- Communications & Presentations
- Claims and Billing Reconciliation

Our staff is comprised of experienced forward-thinkers, with a client-first, focused service approach. They are highly trained in **public entity compliance** and **Florida State Statute 112.08**. Our dedicated service and marketing teams act as an extension of your human resources and risk management departments. They, along with our account executives understand the unique demands and processes that public entities require. The experience and expertise in serving public entities is another factor that differentiates us from the competition.

It is our intent to demonstrate our firm's willingness and ability to provide the requested services as outlined in this RFP response. Every effort was made to concisely provide all requested information, all required completed forms, and succinctly illustrate our understanding of the required scope of services as well as other services provided by or recommended by Brown & Brown.

We thank the Selection Committee, in advance, for your review and consideration of our response. We are excited for the opportunity to work with The City of Port Orange and are confident that a partnership with Brown & Brown will yield significant cost savings and increase employee satisfaction with the benefit plan.

I, Steve Farmer – am authorized to make representations for Brown & Brown. I can be reached at 220 S. Ridgewood Avenue, Suite 210, Daytona Beach, FL 32114 or directly at (386) 239-7233. We are available at the request of City of Port Orange to participate in any oral interviews. Please feel free to contact me should you need further clarification of our proposal.

Sincerely,



Steve Farmer
Executive Vice President



Julie Freidus
Senior Vice President



Jessica Scott
Vice President



TAB A: COMPANY HISTORY, QUALIFICATIONS, ABILITY, AND CAPACITY



Provide information related to the Insurance Brokerage Firm qualifications and resources including the following:

1. Description of the history of the firm, including how long it has been in business in the Central Florida area;

Founded by the Brown family in Daytona Beach, Florida in 1939, Brown & Brown has grown into one of the largest insurance intermediaries in the world over the past 75 years. With over 8,000 employees and over 190 offices in 40 states, Bermuda and London, Brown & Brown and its subsidiaries offer a broad range of insurance and reinsurance products and services to business, public entity, individual, trade and professional association clients nationwide. Brown & Brown is a publicly traded company on the New York Stock Exchange under the stock symbol (BRO).

Brown & Brown, Inc. entered the Employee Benefits field in the 1960s and continues to thrive in this arena after 50+ years of experience. Brown & Brown, Inc. is the largest insurance agency in the state of Florida, sixth largest in the United States. The Daytona Beach office is considered a 'Top-Tier' broker with all of the major medical insurance carriers in the southeast region.

Our decentralized operational model fostered by Brown & Brown allows each of our local retail centers to chart its own course and build its own success. Brown & Brown is "Built to Last" and its decentralized structure allows its offices to be proactive and to quickly react to changes according to local environments without waiting for bureaucratic approval.

We believe we are able to provide superior support and service for all of the services listed in the scope of services section of the Questionnaire. Our Employee Benefits Department is unique in that we have separate marketing and service departments.

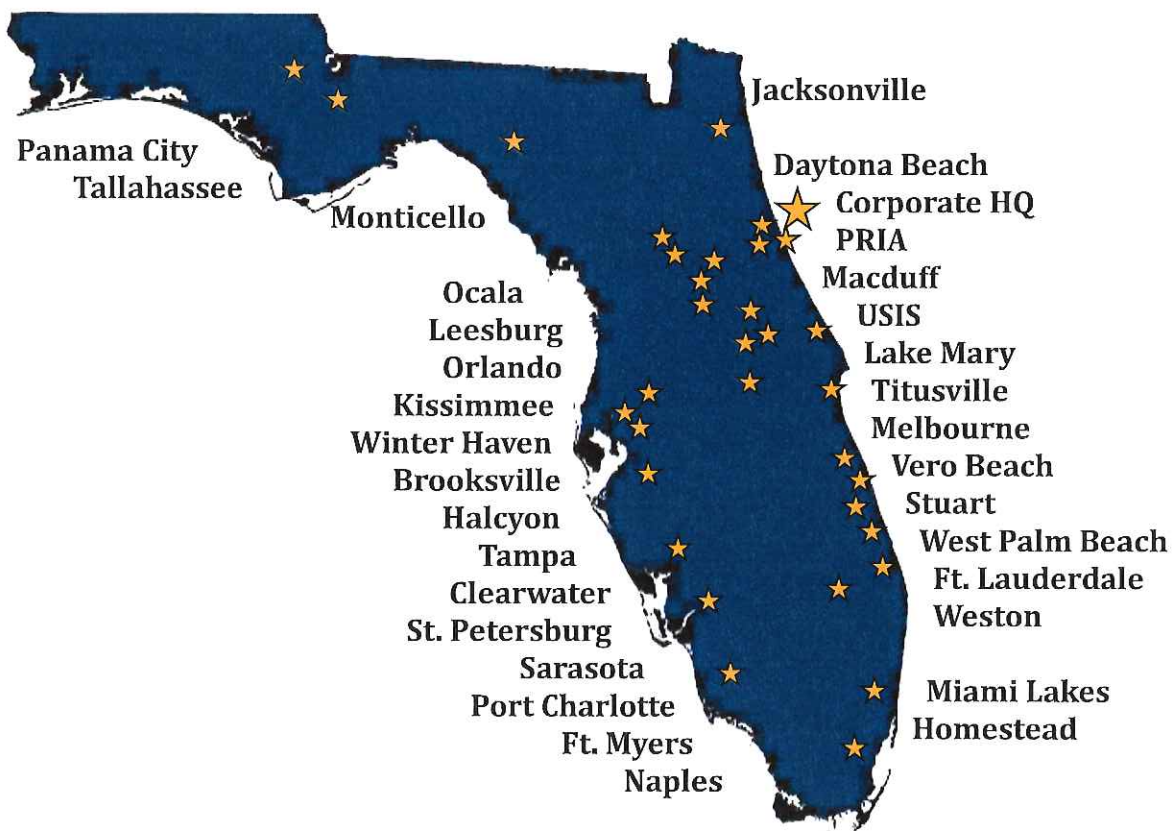
Our marketing department specializes in the insurance markets and products, internal and external RFP's, actuarial and underwriting analysis, contribution modeling and plan design modeling. During the marketing process, we have premiere access to ALL of the markets and will market all lines of coverage during this process. Another part of the process is working with our two full time in house actuaries and our Brown & Brown actuary office in Philadelphia, Pennsylvania. We also contract with Milliman and Robertson and other independent actuaries that specialize in public entity business, including Jay Miniati (all who are current members of the American Academy of Actuaries). Our actuarial team's and risk management team's areas of expertise are providing the state-required 112.08 filings, financial management and modeling, the Health Care Reform law and calculation of its penalties, statutory filings, mergers and acquisitions, high deductible health plans, cost projections, trend analysis, reserve valuations, benefit design, premium rate development, large claim projection, employee contribution strategy and plan performance reporting, all with regard to self-funded and fully insured health programs. We have a dedicated marketing team who are experts in that arena, and can deliver superior products to our clients at superior pricing to our competitors.

Our dedicated service department specializes in servicing our clients once the insurance products are placed. Our service team assists with open, ongoing and online enrollment, compliance, billing and eligibility issues and resolution of employee claims issues. We have senior members on our service team with a great deal of expertise that specialize in municipalities. Another crucial aspect of our service

department is the Certified Wellness Counselor (CWC), Laura Francisco, we have on our team. A CWC has the ability to assist with training in wellness, nutrition, holistic lifestyles and overall well-being. Our CWC can also help coach individuals, lead group workshops and assist in building healthy and sustainable wellness practices. Overall, our service team's responsibility is to provide local, state and federal compliance, claim resolution and special projects that benefit our clients and their employees.

2. Description of the firm's size (premium volume and number of staff) and presence in total and as it operates in the Central Florida area;

Brown & Brown's total annual premiums exceed \$4,000,000,000 which makes us the sixth largest insurance intermediary in the United States and seventh in the World according to Business Insurance Magazine. We have over 50 offices in the Southeast and more than 30 offices located in Florida (pictured below). Brown & Brown's total employee count exceeds 8,000 nationally, **with 73 of which live within the Port Orange city limits.**



Our Daytona office has focused on risk management and the insurance needs of Florida's public entities since 1992. Since that time our Public Entity business has grown to include over 230 of Florida's public entities ranging from small special districts and towns to large school districts and counties. Brown & Brown Daytona has a particularly strong presence in the Volusia County and Central Florida area. We consult or act as a broker on 14 of the 16 municipalities in Volusia County and over 74 public entities within Central Florida.

The Daytona Employee Benefits department is comprised of a team of 50 Benefits Specialists, all of which hold a Florida 2-15 license for Life, Health, & Variable Annuities and work towards their continuing education requirements regularly. The various roles in our department include account executives, account management, marketing, implementation, technology, actuary, risk management, and wellness coordinators.

Daytona Beach Employee Benefits Department

Executive Leadership	J. Powell Brown CEO	Barrett Brown RP	Steve Farmer EVP	
Department Leadership	Julie Freidus SVP	Kim McBee VP	Erik Sayger	
Account Executives	Jessica Scott VP Corey McMeeking VP	Danielle Boyle Heather Barbara	Margaret Haller Andrew Coates	Tiffany Bonner Caroline Rand
Service: Account Management, Technical Assistants	Clare Sapp SAM Kim Rogers Angie Cmar Teri Kovalesski Amanda Collins	Laurie Nelson SAM Stephanie Brown Tracey Laskowitz Theresa Muscovitz Tiffany Hill	Bobbi Garley SAM Lauren Landau Lacey Lewis Lisa Alvarez Alethia Hampton	Linda Caruso SAM Penny Molinaro Nicole Bishop
Marketing	Brenda Thurston MM Joe Martino Ryan Hassen	Lindsey McClammy MM Kimberly Reny Shaun Casey	Liz Graffagnino ML Chris Evans Shanna Murray	Brandon Beer ML Samantha Tribble
Certified Wellness Counselor	Laura Francioso WC			
Risk Analysis, Actuary	Brandon Savage DRM Jay Miniati AC	Dominic Marzolino RL	Lee Bowman	Calvin Wheeler
Technology & Implementation	Todd Gariepy	Steve Hall	Paul Morton	Austin O'Brien

RP = Regional President

EVP = Executive Vice President

SVP = Senior Vice President

VP = Vice President

SAM = Senior Account Manager

MM = Marketing Manager

ML = Marketing Leader

WC = Wellness Certified

*DRM = Director of Risk
Management*

RL = Risk Analysis Leader

AC= Actuary



3. Provide a list of all present and past Public Sector clients in the State of Florida;

State	- Dept. of Financial Services - Florida, State of			
Counties	- Baker - Brevard - Citrus - Clay - Columbia - Desoto	- Flagler - Gadsden - Gilchrist - Gulf - Highlands - Jefferson	- Lafayette - Lee - Levy - Madison - Marion - Okaloosa	- Santa Rosa - Sarasota - Volusia - Wakulla - Washington
Cities, Towns, Villages	- Atlantis - Auburndale - Aventura - Bal Harbour Village - Bay Harbor Islands - Bellevue - Bunnell - Casselberry - Chattahoochee - Chipley - Coconut Creek - Dania Beach - Davenport - Davie - Daytona Beach - Daytona Beach Shores - Deland - Deltona - Destin	- Doral - Eagle Lake - Edgewater - Fellsmere - Flagler Beach - Fort Lauderdale - Fort Myers - Fort Walton Beach - Freeport - Groveland - Haines City - High Springs - Highland Beach - Holly Hill - Indian Shores - Indian River Shores - Inverness - Jacksonville Beach - Jupiter	- Lake Helen - Lake Worth - Lauderhill - Lighthouse Point - Longwood - Madeira Beach - Madison - Marco Island - Margate - Mayo - Miami - Miami Gardens - Monticello - Mulberry - Naples - New Smyrna Beach - North Miami - North Port - Ocala	- Orange City - Ormond Beach - Palm Bay - Palm Coast - Perry - Pierson - Polk City - Ponce Inlet - Punta Gorda - Royal Palm Beach - St. Cloud - Sarasota - South Daytona - Tallahassee - Treasure Island - West Palm Beach - Weston
Special Districts, Other	- Barefoot Bay Recreation District - Bayfront Bay Recreation District - Big Bend Water Authority - Bonita Springs FCD - Broward County Housing Authority - Broward MPO - Buckhead Ridge MCD - Central Florida Fire - Charlotte County Sheriff - Children's Board of Hillsborough - Citrus County Sheriff - Citrus MCD - Clay County Utility - Collier MCD - Davie CRA - East County WCD - East Lake Tarpon Fire - Emerald Coast Utilities Authority - Estero Fire Rescue - Fellsmere WCD - Ft. Myers HA - Ft. Myers Bch Fire	- Golden Gate FCD - Highlands County Sheriff - Hillsborough Transit Authority - Immokalee FCD - Immokalee WSD - Indian River Lagoon Council - Jacksonville Beach CRA - Jupiter RA - Key Largo Ambulance - Key Largo Fire/Rescue - Lake Asbury MSBD - Lake Region Lakes - Lakewood Ranch Interdistrict Authority - Lakewood Ranch Stewardship Dist. - Lake Worth Drainage District - Lee County HA - Lehigh Acres Municipal Services Improvement - Loxahatchee Groves WCD - Loxahatchee River Dist. - Melbourne Tillman WCD - Miami Beach HA	- Miami Sports & Exhibition Authority - Moore Haven MCD - Naples Airport Authority - New River Solid Waste - North Springs Improvement District - Northern Palm Beach Co. Improvement District - Old Plantation WCD - Palm Beach County HA - Pasco County Sheriff Dept. - Peace River WSA - Pine Tree WCD - Pinellas Park WMD - Pinellas Suncoast Fire - Pinellas Suncoast Transit - Pompano Beach HA - Port Ybor Association, Inc. - Ranger Drainage District - St. Johns River WMD - Sanibel Fire & Rescue - Sebring Airport - Seminole Improvement District - South Indian River WCD - South Trail Fire	- Southeast Overtown Park West CRA - Southwest Florida WMD - Spring Lake Improvement Dist. - St. Johns River Water Management District - Suwannee River WMD - Tallahassee Community Redevelopment Agency - TBARTA - Tampa Bay Water - Tampa Historic Streetcar - Three Rivers Library - Tindall Hammock Irrigation & Soil - Titusville HA - Upper Captiva FD - Viera Stewardship District - Volusia County Clerk of Court - Wakulla UFFA - Washington County Sheriff - West Palm Beach CRA - Winter Haven HA 54 Community Development Districts
Schools, Universities	- Bethune Cookman Univ. - Cape Coral Charter Schools Authority - Collier School District - Embry-Riddle Aeronautical Univ.	- Flagler County Public School - Florida Atlantic Univ. - Florida International Univ. - Florida Polytechnic Univ. - Lee School District	- Madison School Board - Marion School Board - Okaloosa School District - Orange County Schools - Pasco School District - Seminole School District	- Volusia County School Board - Univ. of Central Florida - Univ. of Florida - Univ. of West Florida

4. List the insurance markets and carriers the firm can access locally as well as nationally;

Sample of our Market

Note – our carrier partners go through rigorous vetting and are comprised of organizations with excellent financial ratings and high character sales and service representatives.

Medical	• Aetna • AllSavers • AvMed • BCBS (all affiliates) • Capital Health Plans	• Cigna • Coventry • Florida Health Care Plans • Health First / Florida Hospital Care Advantage	• Humana • Kaiser Permanente • Neighborhood Health Partnership • United Healthcare
Alternate Funding / Other	• Benecon / Veris • ELAP Services • Innovative Health Plan	• Innovative Workplace Benefits • National General Life • Ownership Rewards	• Trustmark • Wellnet
ASO & TPA	• Aetna / Meritain • Ameraplan • Allied • America's Choice	• BCBS of SC (TPA) • Cigna • Continental Benefits • Coresource	• Maestro Health • Mayo Clinic • Nova Health • UHC / UMR
Stop Loss	• AIG • Arch Insurance • Berkshire Hathaway • Guardian Life & Health	• HCC Life • HM Insurance • Munich Re • SunLife Financial	• Swiss Re • Symetra • Voya Financial • Zurich
Pharmacy Benefit Management	• Axia Strategies • CVS Caremark • Coretrust	• Evergreen Rx • Express Scripts, Inc. • Optum Rx	• RxBenefits • WellDyne Rx
National Preferred Ancillary & Worksite	• Advantica • Aetna* • Aflac* • AIG* • Allstate Financial* • Ameritas • Axa Financial* • Boston Mutual* • Cigna* • Colonial Life* • Delta Dental*	• EyeMed • Florida Combined Life* • Guardian Life & Health* • Hartford Life* • Humana* • Liberty Mutual* • Lincoln Financial* • Metropolitan Life* • Mutual of Omaha* • Principal Financial* • Prudential of America*	• Reliance Standard* • Standard Insurance* • SunLife Financial (Assurant)* • Superior Vision • TransAmerica* • Unum Insurance* • Vision Service Plan • Voya Financial*
FSA, HSA, HRA	• EBC Flex • Health Equity • HSA Bank	• Infinisource • Optum Bank • PNC Bank	• ProBenefits • TASC • Wage Works
Technology	• Benefits Science • Jellyvision • Liazon	• Maestro Health • Maxwell Health • PlanSource	• Vitals SmartShopper
Wellness	• Abenity • Go365 (Humana Vitality) • Health Advocate	• Health Designs • Rally • Redbrick Health	• Retrofit • Selfhelpworks • Viverae
EAP	• ACI Specialty Benefits • Aetna Resources For Living	• Bensinger, DuPont, & Associates • Integrated Behavioral Health	• Ancillary Carriers marked with “*” also offer EAP services

5. Description of the firm's national networks and contacts;

As shown in the illustration above, Brown & Brown has access to numerous networks nationally at the highest levels to ensure the best possible options for our clients. Because of our size and national presence, we are approached by new and existing insurance companies on a regular basis to offer pilot programs and/or special programs and discounted pricing to our clients. We are also afforded the distinct advantage of having dedicated representatives and underwriters with each carrier. These relationships keep us at the forefront of any new updates and developments specifically related to the healthcare industry. We frequently attend seminars, in-house meetings and webinars facilitated by our carrier partners relating to issues, enhancements or changes that may affect our clients. Brown & Brown also actively pursues and acquires new programs annually, which we can offer to our clients under our umbrella of services. These programs include pharmacy benefit managers and consulting services in specific areas such as medical bill auditing and re-pricing. Brown & Brown will be the primary contact and act as liaison between The City and all carriers.

6. List special experiences of the firm in placing insurance coverages for a medium size city or similar experience in the private sector; and

- **City of St. Cloud – 400 full time employees**

- Brown & Brown was awarded agent of record for The City of St. Cloud through our response to their RFQ for Agent Services. The City was fully insured, did not have a wellness program, and had struggled with double digit premium increases on their medical plan. At the implementation meeting, we discussed the need for a long term strategy to control costs on their health plan.
- Brown & Brown began the project by analyzing The City's claims experience for the four year period prior to our contract. We found that The City's claims experience actually ran well with the exception of some catastrophic claims. We met with The City to discuss their long term objectives which included implementing a wellness program, transitioning to self-funding the medical plans, and implementing an onsite clinic.
- It was decided that the design and implementation of an incentivized wellness program would be the first step in the right direction. To accomplish this, Brown & Brown was able to negotiate \$30,000 in wellness funds (plus a premium reduction) from the medical carrier to provide incentives to the employees to become engaged in their health. Brown & Brown worked with the City's HR staff to budget the \$30,000 across several wellness initiatives which included: a bonus for those employees that participated in the biometric screening event, prizes for The City's Walking Challenge, and lunch for those employees that attended monthly Lunch & Learns.
- During The City's next health insurance renewal, Brown & Brown requested self-insurance proposals from The City's medical carrier. By moving to self-insurance and modifying the plans to encourage more consumerism, The City saved over \$250,000 from its current plan year and over \$700,000 from its fully insured renewal. Brown & Brown also negotiated an additional \$30,000 in wellness funds for The City.
- The final step in implementing The City's long term goal was the onsite clinic. Brown & Brown handled this process from beginning to end including the RFP for clinic

management services, analyzing the responses and interviewing the finalists with The City, and managing the implementation process with the chosen vendor. The City now has an onsite clinic for its employees to use for preventive care, disease management, health coaching, and wellness initiatives.

- **Highlands County BOCC – 500 full time employees**

- The County was direct with their medical carrier for many years when Brown & Brown became its agent of record. They had faced several double digit rate increases on their medical plan and had no plan for getting control of their costs. During the first year of our contract, we were able to negotiate \$100,000 in wellness funds from the medical carrier. These funds were used to incentivize the employees to come to the biometric screening event and take the health assessment. The goal of the wellness program was to make employees aware of their health status and inspire them to take control of their health. We saw a 300% increase in participation in the screening event in year two as the result of the incentives. The County's claims loss ratio has also reduced from 90% to 80% over the past two years.

- **City of Ormond Beach – 300 full time employees**

- Brown & Brown became Agent of Record in 2009. We did extensive analysis on claims and plan utilization to customize and file a new plan design with Florida Health Care Plan (FHCP), without increasing out of pocket costs to employees. This change saved The City \$400,000 in the first year.
- Over the next 5 years, we were able to negotiate under budget renewals without making any plan changes, even though claims experience was increasing each year.
- In 2015, FHCP could no longer afford to offer aggressive renewals, which fell under the City's budget, as the City's loss ratio and high claimants continued to increase. Therefore, Brown & Brown worked with FHCP to create a new high deductible health plan as a base plan. This plan still managed to implement a lower deductible than industry standard, yet allowed employees and The City to fund a bank account to cover the deductible expenses. In an effort to make this transition easier, we worked with FHCP to change the October 1st effective date to January 1st, so that the deductible would align with a calendar year. Making these changes gave The City a savings of over \$350,000, which allowed The City to fund enough money into employees' HSA bank accounts; so that they would retain the same \$250 deductible they had on their prior base plan.
- When making this change to the high deductible health plan, Brown & Brown did an in depth look at claims and utilization so we could implement ways to reduce the employees' out of pocket expenses, while still being compliant with the high deductible health plan requirements. We worked with FHCP to create a medication list comprising of \$4 and \$12 copays for employees based on the medications that the majority of The City employees were taking on a regular basis. We reduced the FHC workforce wellness copay from \$10 to \$5, to give employees affordable access to primary and urgent care.

- These changes had a significant impact on the January 2017 renewal. The loss ratio was reduced by over 30% in one year and the renewal was 60% below The City's budget, which left additional funds to be used towards benefit enhancements for City employees in 2017. These benefits now include \$0 copays for primary and urgent care visits, free medications to treat chronic conditions, and additional funding to employees' HSA bank accounts to cover the entire employee deductible. The City is also implementing 2 skin cancer screenings annually at no cost to employees. We also found that at the end of 2016, over 80% of the employees had money left in their HSA bank account to roll over into 2017.
- **City of Palm Coast – 385 full time employees**
 - The City of Palm Coast has been a Brown & Brown client since 1999 and had 35 employees. We have worked with them as they have grown to over 400 employees and changed their employee benefits package to grow along with them. Today they have a successful self-funded medical and pharmacy program with a high deductible option and an employee clinic. They have not increased their employee contribution amounts on their medical plan in four years. Their medical and pharmacy costs are currently in a negative trend. We have accomplished this while the employees remain very satisfied with their benefits package and one of the more favorable benefit packages in Flagler County.
- **City of Daytona Beach – 775 full time employees**
 - The City of Daytona Beach has been our client since 2010. With aggressive marketing of this account we saved this client and its employees just under \$1,000,000 dollars in one year. We received multiple rate guarantees for this group as well. The following year we implemented a Health Savings Account (H.S.A.) plan and strategy that allowed for employees to have multiple options on their benefit plan. However, if the employees were to choose the H.S.A. plan, The City would contribute the difference in premium to the individual's H.S.A. account. Since implementation, we have been able to better control the loss ration as well as mitigate cost increases. Prior to this strategy, many of the union employees wanted a separate benefits package from the other employees.

7. Additional services offered by the firm that are not listed in this RFP but may be of interest to the City.

In addition to the quality services highlighted in this RFP, Brown & Brown offers the below additional services:

- Free Cobra Administration
- HR Workplace Services – additional HR consulting and advise for all HR needs
- PlanSource – Online enrollment, billing, compliance reporting and ongoing benefit administration
- Actuarial Compliance with Florida Statute Section 112.08
- Certified Wellness Counselor
- Quarterly Claims Review
- Ad Hoc Claims Analysis any time throughout the year
- Dedicated Senior Account Manager
- Expert Consulting and Implementation of Employee Clinics
- Customized Rx Programs
- Customized wellness programs
- Zywave
- Benchmarking Analysis
- Access to Florida Local Government Health Insurance Consortium
- Self-funded Feasibility Study
- Telemedicine Programs
- Employee Decision Making Tools
- Employee Total Compensation Statements
- Section 125 Compliance
- Plan Document/Wrap Document Preparation
- Medicare Supplemental Plan Options
- 401k Programs
- Union Negotiations
- Free Access to ERISA Attorney
- Employee Surveys
- Dependent Eligibility Audits
- Pharmacy Benefit Manager Consulting
- Advantage Card Coalition

TAB B: QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL



Provide a Resume for each account executive and support staff designated team members assigned this account including the following:

- 1. Description of those individual's educational background indicating specific steps taken to remain current with trends in the insurance industry;*
- 2. Description of individual's work experience including all past employment and number of years as an agent/broker in the insurance field. Also, indicate length of time with your firm and in their current position*
- 3. Description of individual's personal knowledge of insurance markets, specifically health and dental for Florida local governments;*

STEVE FARMER

EXECUTIVE VICE PRESIDENT
BROWN & BROWN OF FLORIDA, INC.

EXPERIENCE

1995 – Present **Brown & Brown of Florida, Inc.** Daytona Beach, FL

Executive Vice President of Daytona Beach Retail

- Executive manager of the largest retail office of the largest insurance intermediary in the state of Florida

Senior Vice President and Sales Leader

- Responsibilities include driving results of sales team, carrier relations, attracting and retaining sales force, conducting sales meetings

Senior Vice President

- Responsibilities include development and service of new and existing commercial lines accounts. Specialties include Municipal, Large Property, and Technology based accounts

EDUCATION

Bachelor of Science in Economics, Florida State University

LICENSES

2-20 General Lines Agents License, State of Florida

SERVICES AND ACTIVITIES

- DeLand Rotary
- DeLand Quarterback Club – Treasurer
- Florida State University Boosters- Board of Directors (91-94)

AREAS OF SPECIAL EXPERTISE

- Florida public entity insurance programs
- Alternative risk financing and implementation
- FEMA regulations & Contractual Indemnification & Risk Transfer

JULIE FREIDUS, GBDS
SENIOR VICE PRESIDENT
BROWN & BROWN OF FLORIDA, INC.

EXPERIENCE

- | | | |
|---|---|--------------------|
| 2004– Present | Brown & Brown of Florida, Inc. | Daytona Beach, FL |
| <i>Senior Vice President and Benefits Leader for Risk Division (Public Entity, 750+ Employees)</i> | | |
| <ul style="list-style-type: none">▪ Responsible for growth and development of large and public sector book of business▪ Maintenance of current accounts in addition to new sales and business development, advising and consulting | | |
| 2002-2004 | Cundy | Ft. Lauderdale, FL |
| <i>Account Manager</i> | | |
| <ul style="list-style-type: none">▪ Responsible for new business sales and development▪ Duties also included marketing, vendor negotiations and service for large Fortune 500 companies in the 10,000+ employee market | | |
| 2001-2002 | Lincoln Re | |
| <i>Reinsurance Underwriter</i> | | |
| <ul style="list-style-type: none">▪ Underwrote reinsurance contracts for self-funded clients▪ Worked with our Registered Nurses and Utilization review to determine the ongoing nature of large claims | | |
| 1999-2001 | Cigna Healthcare | |
| <i>Medical Underwriter</i> | | |
| <ul style="list-style-type: none">▪ Underwrote fully insured, minimum premium and ASO account for the Chicago market▪ Underwrote dental and short term disability contracts | | |

EDUCATION

- Designated G.B.D.S.-Group Benefits Disability Specialist
- Masters of Public Administration, University of Tennessee, 1998
- Bachelor of Arts Degree, University of Tennessee, 1996

LICENSES

- 2-15 Life, Health & Variable Annuities, State of Florida

SERVICES AND ACTIVITIES

- Volusia Literacy Council Board Member (2004-2007)
- Leadership Daytona 2005
- Member Board of Trustees for the Daytona Beach Museum of Arts and Sciences

AWARDS

- 2006, 2007, 2008, 2009 Brown & Brown Tangle B Award Winner

JESSICA SCOTT

VICE PRESIDENT

BROWN & BROWN OF FLORIDA, INC.

EXPERIENCE

2006– Present **Brown & Brown of Florida, Inc.** Daytona Beach, FL

Vice President and Account Executive

- Responsible for the analysis, design, marketing and negotiating with insurers (underwriters & actuaries) and other service providers at inception and renewal for all lines of coverage
- Provide preliminary renewal data for budgeting purposes prior to contract renewal
- Review policies and endorsements for accuracy
- Responsible for overall client strategy, compliance, and service
- Serve as primary point of contact with clients' leadership and elected officials
- Assist with all employee and staff escalated issues
- Provide expertise and educate groups on compliance and Health Care Reform topics
- Attend public sector clientele's budget and/or other negotiation meetings
- Implement effective wellness strategies

1999–2006 **Datastream Systems, Inc.** Daytona Beach, FL

Senior Sales Representative

- Ranked in the top 5 out of 62 in sales for over 4 years
- President's Club 2002, 2003, 2004, 2005
- Focused on delivering Facilities and Asset Management Solutions to Fortune 500 companies.
- Promoted to Senior Sales Representative after 1 year with substantial pay increases each year
- Managed over 600 accounts, while increasing customer base by over 500%
- Met with customers and prospects to discuss long term strategies
- Resolved escalated customer issues

EDUCATION

- Bachelors in Psychology, Furman University
- United Healthcare Knowledge Institute
- Cigna Advanced Technical and Alternate Funding Program

LICENSES

- 2-15 Life, Health & Variable Annuities, State of Florida

SERVICES AND ACTIVITIES

- Domestic Abuse Council (Part Chair)
- Leadership Daytona 2007
- Dayton Beach Rotary
- Checkered Flag Committee
- Volusia/Flagler United Way Board

AWARDS

- 2009, 2010, 2011, 2013, 2014 Brown & Brown Tangle B Award Winner

BRENDA THURSTON, AIAM
MARKETING MANAGER, RISK MANAGEMENT DEPARTMENT
BROWN & BROWN OF FLORIDA, INC.

EXPERIENCE

- | | | |
|--|--|-------------------|
| 1999– Present | Brown & Brown of Florida, Inc. | Daytona Beach, FL |
| <i>Marketing Manager</i> | | |
| <ul style="list-style-type: none">▪ Responsible for marketing employee benefits to various vendors▪ Duties also include negotiating premiums and while staying at the forefront of changing trends and new products▪ Educate and coach new employees and producers | | |
| 1996-1999 | Watkins Glen Drug & Surgical Inc. | Watkins Glen, NY |
| <i>Business Manager</i> | | |
| <ul style="list-style-type: none">▪ Responsible for company payroll, account payables/receivables, general ledgers and marketing | | |
| 1988-1996 | Cornell University | Ithaca, NY |
| <i>Accounts Coordinator, Lab of Atomic and Solid State Physics</i> | | |
| <ul style="list-style-type: none">▪ Duties included laboratory accounting and support functions▪ Responsible for preparing grant budgets for the faculty, assisting in proposals sent to specific agencies and monitoring grant accounts | | |

EDUCATION

- Designated A.I.A.M-Associate in Insurance Account Management, 2008
- Associate in Applied Science Accounting, Corning Community College, 1978

LICENSES

- 2-15 Life, Health & Variable Annuities, State of Florida

BRANDON SAVAGE
DIRECTOR OF RISK MANAGEMENT
BROWN & BROWN OF FLORIDA, INC.

EXPERIENCE

- | | | |
|--|---|---------------------|
| 2016-Present | Brown & Brown of Florida, Inc. | Daytona Beach, FL |
| <i>Director of Risk Management - Risk Department (Public Entity and 750+ employees)</i> | | |
| <ul style="list-style-type: none">▪ Responsible to evaluate financial and plan design performance for self-funded and large experience rated benefit plans for clients with 750+ eligible private sector employees, and public sector clients▪ Responsibilities also include assisting with evaluation of marketing proposals, including fully-insured and partially self-insured, pharmacy benefit management, and additional projects▪ Maintain communication with account executives and managers of any potential service issues as revealed via claims analysis | | |
| 2014-2016 | Corporate Synergies | Orlando, FL |
| <i>Director of Account Management</i> | | |
| <ul style="list-style-type: none">▪ Primary resource for overall service schedule and client satisfaction▪ Served as the primary educational & developmental resource for team members▪ Leadership role in creation and rollout of departmental policies & procedures, carrier partnerships▪ Created due diligence checklist/data request for new clients and prospects to ensure onboarding was successful, timely and efficient▪ Resource for strategic management of complex fully-insured and most self-funded groups | | |
| 2012-2014 | Bouchard Insurance | Orlando, FL |
| <i>Account Executive, Analyst, Account Manager</i> | | |
| <ul style="list-style-type: none">▪ Primary as the primary service contact for public sector and private sector clients▪ Responsible for client strategy development and execution, day-to-day service▪ Leadership role in creation and rollout of departmental policies & procedures, carrier partnerships▪ Open enrollment management / participation / coordination with client vendor-partners▪ Resource for strategic management of complex fully-insured and most self-funded groups | | |
| 2008-2012 | Mercer | Orlando & Tampa, FL |
| <i>Analyst</i> | | |
| <ul style="list-style-type: none">▪ Responsible for the marketing process, network and financial analysis & renewal, and implementation management▪ Overall management of monthly plan performance updates, including overall plan performance, stop loss, dental, and vision updates | | |

EDUCATION

- Bachelor of Science in Business Administration, State University of New York at Brockport

LICENSES

- 2-15 Life, Health & Variable Annuities, State of Florida



CLARE SAPP, GBA

SENIOR ACCOUNT MANAGER, SERVICE LEADER; RISK MANAGEMENT DEPARTMENT
BROWN & BROWN OF FLORIDA, INC.

EXPERIENCE

Present **Brown & Brown of Florida, Inc.** Daytona Beach, FL

Senior Account Manager – Risk Department (Public Entity and 750+ employees)

- Provide a high level of expertise with extensive knowledge of products in relation to the assigned book of business, participation in new business opportunities with sales channel partners and renewals while developing a strong client relationship
- Responsible for assisting client throughout the renewal process life cycle, implementation planning, and employee communications, including the Brown & Brown Benefits at a Glance
- Provide to, and assist with, required carrier paperwork for new and renewed lines of coverage.
- Ensure accuracy of new or amended policies and carrier benefit summaries
- Provide guidance on employee benefit legislation, regulation, and compliance, including ERISA, IRS Section 125, COBRA, HIPAA, PPACA
- Assist with employee claims, eligibility, grievances and billing issues; resolve escalated issues
- Point of contact for clients on all benefit matters

Florida Blue (20+ years)

Consultant, Project Manager, Legal Assistant

Broker Account Executive (3 years)

- Specialized in Self-Insured Accounts

Human Resources Professional (7 years)-California

EDUCATION

- Graduate Level Certificate in Health Care Practices Management, University of North Florida
- Bachelor of Arts Degree, University of North Florida
- Associates in Legal Studies, Florida Community College
- Certificate, Brown & Brown Proprietary Superior Service Courses
- Designated G.B.A.-Group Benefits Associate, International Foundation of Employee Benefit Plans, Wharton School of the University of Pennsylvania

LICENSES

- 2-14, Life and Variable Annuity
- 2-15 Life, Health & Variable Annuities, State of Florida
- 2-18 Life and Health
- 2-40 Health

RECOGNITION

- University of North Florida, Summa Cum Laude

TODD GARIEPY

DIRECTOR OF TECHNOLOGY SOLUTIONS
BROWN & BROWN OF FLORIDA, INC.

EXPERIENCE

- | | | |
|---|--|-----------------------|
| Present | Brown & Brown of Florida, Inc. | Daytona Beach, FL |
| <i>Director of Technology Solutions</i> | | |
| <ul style="list-style-type: none">▪ Manage technology vendor relationships at the executive level▪ Conduct comprehensive testing of system platforms identifying strengths and weaknesses and appropriate which vendors are a best fit for our clients▪ Provide systems expertise and support clients throughout life of vendor relationship▪ Educate employees on system utilization and capabilities; pertaining to employee portals▪ Oversee and provide support to the employer group and EDI (Electronic Data Interface) team as needed to facilitate electronic transfer of eligibility and payroll information | | |
| 2015 - 2016 | PlanSource | Orlando, FL |
| <i>Benefits Administration Implementation Project Manager</i> | | |
| <ul style="list-style-type: none">▪ Oversee/Facilitate cross-functional work teams to define project scope and objectives, develop preliminary project plan and design▪ Provide outstanding client support to escalations in a timely manner – including detailed research, root cause analysis and impact analysis▪ Manage the setup of the ACA compliance tool | | |
| 2014 - 2015 | Liberty National Life Insurance Company | Altamonte Springs, FL |
| <i>Supervising Agent</i> | | |
| <ul style="list-style-type: none">▪ Acts as a liaison with the client and Agent to ensure accuracy of Payroll deductions | | |
| 2013 - 2014 | The Newport Group | Heathrow, FL |
| <i>Plan Administrator</i> | | |
| <ul style="list-style-type: none">▪ Lead payment processing on a monthly, quarterly or annual basis | | |
| 2005 - 2013 | Aon Hewitt | Heathrow, FL |
| <i>System Analyst</i> | | |
| <ul style="list-style-type: none">▪ Knowledge of system testing and software quality assurance best practices and methodologies▪ Create analysis templates and configure test plans according to business requirements | | |

EDUCATION

- Florida Technical College

LICENSES

- 2-15 Life, Health & Variable Annuities, State of Florida

LAURA FRANCIOSO
CERTIFIED WELLNESS COUNSELOR
BROWN & BROWN OF FLORIDA, INC.

EXPERIENCE

- | | | |
|--|---|-------------------|
| Present | Brown & Brown of Florida, Inc. | Daytona Beach, FL |
| <i>Certified Wellness Counselor</i> | | |
| <ul style="list-style-type: none">▪ Responsible for the design and implementation of client wellness programs including assisting with wellness program vendor RFPs, comparison of various programs, employee engagement activities, and communication campaigns▪ Encourage the adoption of healthy habits that are conducive to improved physical, mental, & financial well-being▪ Work with Marketing & Service departments to identify new wellness vendors and products intent on expanding our wellness Marketplace to the benefit of our clients | | |
| 2013 - 2016 | Florida Health Care Plans | Holly Hill, FL |
| <i>Group Wellness Manager</i> | | |
| <ul style="list-style-type: none">▪ Responsible for managing the wellness program for Volusia County Schools (8,000+ members)▪ Strategically implement and assess the needs and interests of district staff to increase the reach and participation of the wellness program▪ Effectively direct a team of 10-15 staff members to coordinate and execute health fairs, wellness screenings, and marketing events▪ Develop communication tools, monthly wellness materials, interactive exercises, and e-newsletters to successfully promote the wellness program▪ Monitor effectiveness of the wellness program through analysis of data trends, return on investments, and budget monitoring | | |
| 2011 - 2012 | Cleveland Clinic Foundation | Cleveland, OH |
| <i>Financial Counselor</i> | | |
| <ul style="list-style-type: none">▪ Successfully assisted patients develop financial strategies to resolve account billing issues, review payment options, and insurance cost estimations▪ Utilized forecasting tools to analyze revenue variances and maintained the database for forecasting the departments financial performance | | |

EDUCATION

- Master of Business Administration, Capella University
- Bachelor of Science in Health Administration, Kent State University

LICENSES & CERTIFICATIONS

- 2-15 Life, Health & Variable Annuities, State of Florida
- Certified Wellness Program Manager, The Chapman Institute, 2015
- Certified Nutrition Specialist, The American Academy of Science Dieticians and Nutritionists, 2014
- Certified Wellness Coach, International Association of Wellness Professionals, 2016

PAUL MORTON

IMPLEMENTATION SPECIALIST
BROWN & BROWN OF FLORIDA, INC.

EXPERIENCE

Present **Brown & Brown of Florida, Inc.** Daytona Beach, FL

Implementation Specialist

- Provide a high level of expertise with extensive knowledge of products in relation to the assigned clients for purposes of conducting meetings including but not limited to: open annual enrollment, new hire, key stakeholder one-on-one meetings
- Coordinate with the Service Leaders and Account Managers to establish meeting times with clients in consideration of convenience and target attendees
- Generates employee communications and materials (including the Brown & Brown Benefits at a Glance)
- Assists employees with questions, comments, and concerns relating to applicable coverages and corresponding paperwork to ensure accuracy and timely enrollment in carrier systems

Present **Deltona Pop Warner Football and Cheer** Deltona, FL

Treasurer

- Advise the Board of Directors monthly of the financial condition of the organization. Record the receipt and disbursements of all monies and securities. Receive and deposit all monies. Make timely payments on all approved invoices. Produce P&L statements monthly for the Executive Board to review. Ensure corporate filings are completed on time.

2011 - 2016 **BB&T Bank** Port Orange, FL

Branch Banker & Team Lead

- Performing banking duties and overseeing the financial activities for personal accounts. Utilized various marketing techniques, such as cold-calling, to help build a customer-base. Providing excellent customer service skills, explaining various investment, loan, checking and savings options. Make recommendations for clients on their personal/business finances.

EDUCATION

- Bachelor of Arts in Business Administration, University of Central Florida
- Associate of Arts, University of Florida

LICENSES

- 2-15 Life, Health & Variable Annuities, State of Florida

Our Daytona Beach branch is home to 52 Employee Benefits Specialists, all of which have received their Florida 2-15 license for Life, Health, & Variable Annuities and work towards their continuing education requirements regularly. Please refer to the chart below for a working sample of our client specific team assigned to the City.

Steve Farmer, Executive Vice President

Phone: (386) 239-7233, **Fax:** (386) 239-4049, **Email:** SFarmer@bbdaytona.cm

Mr. Steve Farmer is responsible for Brown & Brown's Daytona Beach office including sales, service, and operations. Steve has over 20 years of insurance industry experience with Brown & Brown and has worked with many of Florida's public entities. Steve will serve as a resource in expediting the resolution of any critical matters with top management at the insurance companies for The City of Port Orange staff and employees.

Julie Freidus, GBDS, Senior Vice President & Benefits Leader

Phone: (386) 239-8820, **Fax:** (386) 323-9166, **Email:** JFreidus@bbdaytona.com

Ms. Julie Freidus manages the public sector division within the benefits department of the Brown & Brown Daytona Beach office. Julie will ensure that the Daytona Beach Benefits Department continues to analyze The City of Port Orange's needs and she will empower our team with any resources necessary to exceed The City's needs and expectations. Julie is a former fully insured and self-funded underwriter for CIGNA healthcare and Symetra Financial. She has significant experience in the large group Florida municipality market and currently has several large, self-funded municipal groups that she handles. Julie's clients appreciate the underwriting background she brings to the table. No aspect of the health plan is left unexamined from the actuarial work, cost containment and projections, claim and data analytics to employee communications and wellness plans. She is well versed in state and federal accounting standards as well as compliance with OPEB, HIPAA and PPACA. Julie earned her B.S. and Master's Degrees from the University of Tennessee, holds a Florida Life and Health (2-15) License and earned the Group Benefits Disability Specialist (GBDS) designation.

Jessica Scott, Vice President

Phone: (386) 239-5791, **Email:** JScott@bbdaytona.com

Ms. Jessica Scott will serve as the primary contact for the City of Port Orange and work together with the assigned team at Brown & Brown to ensure The City's needs are being met on a daily basis. Jessica has over 11 years of insurance experience and works with several large municipal clients. She holds a Florida Life & Health License and is an alumnus of Furman University. She is a graduate of United Healthcare's Knowledge Institute and Cigna's Advanced Technical and Alternate Funding Program.
(Cont'd on next page)

Areas of specialization include:

- Public Sector Benefit Program Design, Implementation and Management
- Employee Benefits Compliance
- Union Negotiations
- Wellness Program Development and Management
- Carrier Negotiations and Relations
- Resolving escalated service/claims issues
- Client long term strategy planning
- Public Entity Contract Review and Analysis
- Presentations to Public Entity Boards, Commissions, and Councils
- Claims Analysis
- On-going claims analysis and reporting

Brenda Thurston, AIAM, Marketing Manager

Phone: (386) 239-7230, **Fax:** (386) 323-9163, **Email:** BThurston@bbdaytona.com

Ms. Brenda Thurston will be responsible for the renewal marketing process and will be available to The City all year to propose new market options as they become available. She has over 16 years of employee benefits experience and leads our large group & public entity Marketing Department. She holds a Florida Life & Health (2-15) License and earned the Associate in Insurance Account Management (AAIM) designation from the Florida Association of Insurance Agents. Brenda has significant knowledge regarding the Florida market as a whole as well as relationships with all major Florida medical and ancillary carriers.

Areas of specialization include:

- Public Entity Insurance Bid Processes
- Public Sector RFP Specifications
- Medical, Dental, Vision, Life, Disability, and Voluntary Products
- Fully Insured Plans, Partially Self-Funded Plans, and Self-Funded Plans
- Carrier Negotiations
- New carrier relationship development

Brandon Savage, Director of Risk Management

Phone: (386) 239-7241, **Email:** BSavage@bbdaytona.com

Mr. Brandon Savage is responsible for all analysis and projections for our large municipal clients. He has over 15 years of insurance industry experience, specializing in data analytics. He is an alumnus of the State University of New York and holds a Florida Life & Health License. Brandon's specialty is breaking down claims data and identifying cost drivers. He will analyze the structure and costs of the existing program and make recommendations for changes in design where needed. He will also provide quarterly claims projections, total costs projections, and develop customized ad hoc reports with the insurance carriers to facilitate The City of Port Orange with plan decisions throughout the year.

Clare Sapp, GBA, Service Leader & Senior Account Manager

Phone: (386) 239-7231, **Fax:** (386) 323-9129, **Email:** CSapp@bbdaytona.com

Ms. Clare Sapp will oversee the team servicing The City of Port Orange's and will be available to The City on a daily basis for questions, issues and concerns. She has over 21 years of insurance industry experience and holds a Florida Life & Health (2-15) License. Clare's experience as an insurance professional includes time as a Consultant, Project Manager, Legal Assistant, Human Resources, and Senior Account Manager specializing in Self-Funded Accounts.

Areas of specialization include:

- Public entity employee benefit compliance
 - Providing guidance on employee benefit legislation, regulation and procedures to ensure compliance
- Patient Protection & Affordable Care Act
- Claims advocacy & assistance
 - Assisting employees in settling claims disputes and/or grievances
 - Assisting employees with care coordination, prior authorization approval, verifying benefits with provider and accessing specialized provider services
- Enrollment & eligibility
 - Assisting with the processing of enrollments, terminations, changes & COBRA notifications as needed
 - Assisting with benefit orientation meetings, annual open enrollment meetings and benefit fairs
- Ensuring timely issuance of any new or amended policies from carriers
- Maintaining and providing benefit summaries on all lines of coverage
- Drafting employee communication materials as needed
- Expediting employer resolution of contractual, coverage, eligibility and billing disputes
- Providing expert information regarding benefits issues

- Development of benefit surveys
- Administering any special projects, as it relates to insurance

Todd Gariepy, Director of Technology Solutions

Phone: (386) 239-8858, **Email:** TGariepy@bbdaytona.com

Mr. Todd Gariepy will be responsible for proper education and onboarding for any technology services and vendors elected by the City, including but not limited to: benefits administration platforms, PPACA reporting vendors, employee decision making tools, and data analysis software. Todd will spend as much time as needed on The City's collective technology suite most notably through the setup/implementation of any technology service. Todd has worked in the insurance / technology space for 12 years and holds a Florida Life & Health (2-15) License. His professional experiences have spanned across brokerages, carriers, & vendors (namely PlanSource) and his roles have included System Analyst, Plan Administrator, Supervising Agent, & Benefits Administration Implementation Project Manager.

Laura Francioso, Certified Wellness Counselor

Phone: (386) 239-5750, **Email:** LFrancioso@bbdaytona.com

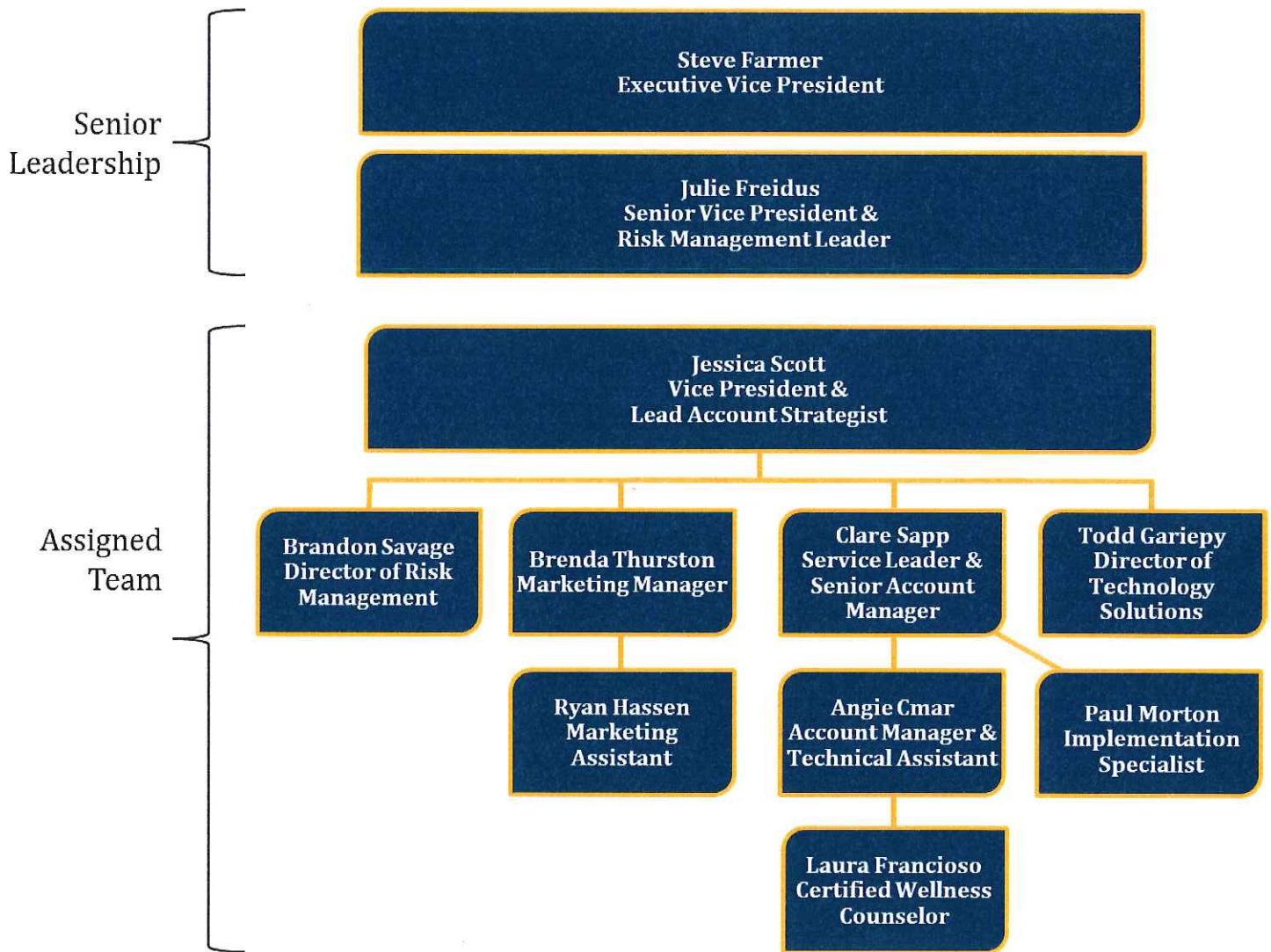
Ms. Laura Francioso will assist The City with all wellness program design, monitoring, and communication. She will coordinate all wellness program initiatives and direct the assigned service team accordingly to ensure wellness challenges, goals, and expectations are engaging, relevant, and beneficial to The City's workforce. Laura is a Certified Wellness Counselor (CWC) and holds a Florida Life & Health (2-15) License. She is an alumnus of Kent State University where she earned a B.S. in Health Administration & an MBA from Capella University in Business Administration. Laura has over 20 years of insurance experience.

Paul Morton, Implementation Specialist

Phone: (386) 239-4068, **Email:** PMorton@bbdaytona.com

Mr. Paul Morton will be The City's dedicated implementation specialist. Paul's responsibilities will focus in and around the time of open enrollment, but will also engage new employees per the direction of The City on a monthly or quarterly basis. Paul has an excellent understanding of all lines of coverage that we offer and has worked with all carriers through new business and renewals. Paul has over 10 years of customer service experience and is well versed in handling an array of questions, comments, and concerns from employees and will host as many meetings as The City requires during open enrollment. Paul holds a Florida Life & Health (2-15) License and earned a B.A. in Business Administration from the University of Central Florida and an A.A. from the University of Florida.

City of Port Orange – Leadership & Working Team Assignment



4. Description of the firm's resources available for knowledge in the following but not limited to areas, PPACA, COBRA, HIPAA, FSA, Section 125, Cafeteria Plans, and HDHP/H.S.A.; and

As demonstrated in the resumes and descriptions of the team assigned to The City of Port Orange in the previous section, all team members are capable and will serve as a resource to The City in these areas. Brown & Brown's national presence has allowed us to obtain multiple partnerships with vendors to give our clients various options for resources. This ensures that our clients can use the best resource based on their specific needs. Brown & Brown will provide COBRA services using one of our preferred outside vendors at no additional cost to The City. Regarding HIPAA, Brown & Brown has a number of resources for our clients. We can schedule training with HR Workplace. We have HIPAA kits available from our ERISA Attorneys for administrative guidance and we can schedule a meeting to thoroughly review the kit. We have partnered with several vendors, who can administer Section 125, FSA, Cafeteria Plans and HDHP/H.S.A. Brown & Brown partners with the ERISA attorneys at Miller Johnson, PA. As experts in healthcare reform, they keep Brown & Brown at the forefront of all current and upcoming compliance requirements. We provide monthly articles, an annual PPACA guide for employers and frequent webinars. In addition, we can coordinate conference calls for our clients directly with Miller Johnson to offer guidance on compliance questions and issues. We have found that PPACA has forced the medical insurance carriers to reduce overhead expenses significantly to meet the medical loss ratio requirements that are a component of Health Care Reform. This has caused the medical carriers to push even more responsibility onto the employer that manages the employee benefits package. This increase in administrative burden will continue as additional requirements and changes are rolled out with the new administration. Because of this, Brown & Brown recognizes our ability to support our employers and their HR Departments by providing clear information, thorough analysis, and educated recommendations on how to both stay compliant and efficiently utilize resources that we can bring to the table.

Brown & Brown has extensive experience with public entities, especially within Florida. We are uniquely qualified to ensure that The City of Port Orange remains in compliance with all local, state and federal laws where the City's insurance and accounting is involved. We provide a stringent annual compliance review based on the checklist illustrated below.

HEALTH AND WELFARE PLANS CHECKLIST OF REPORTING & DISCLOSURE REQUIREMENTS	
Disclosure Requirements	
Document	Description
1. Summary Plan Description (SPD)	Must provide SPD to participants within 90 days of being covered by the plan. Must provide an updated SPD once every five years from the date of the previous SPD if the plan is modified (or once every ten years if the plan is not modified).
2. Summary of Material Modifications (SMM)	Must provide SMM no later than 210 days after the end of the plan year in which the change is adopted, unless a revised SPD reflecting the modification is distributed. Must provide a copy of the SMM (along with the SPD) to new participants within 90 days of being covered by the plan.
3. Summary of Benefits and Coverage (SBC)	Must provide to participants and beneficiaries at the time of <u>initial</u> enrollment and <u>annually</u> with open enrollment materials. Must provide to special enrollees within 90 days after special enrollment (i.e., within the time the SPD is required to be provided). Must also provide within seven business days of a request from a participant or beneficiary.
4. Notice of Change to SBC	Must provide <u>advance</u> notice of any material modification in the SBC, at least 60 days prior to the date on which the modification will become effective.
5. Notice of Rescission	Must provide <u>advance</u> notice of retroactive termination of coverage due to fraud or intentional misrepresentation of material facts by a participant, at least 30 days before coverage is rescinded.
6. Notice of Exchange (Marketplace) Availability	Must provide notice to all newly hired employees about the availability of the health insurance marketplaces <u>within 14 days</u> of hire.
7. Patient Protection Notice	Must provide notice of right to choose a primary care provider, pediatrician or network provider specializing in OB-GYN care (if the plan requires or allows for the designation of a primary care provider). Notice must be included with SPD or other description of benefits.
8. Women's Health and Cancer Rights Act (WHCRA) Notice	Must provide to participants <u>upon enrollment</u> and <u>annually</u> . Can include the required notice in annual enrollment materials or SPD (if re-distributed) each year.
9. Children's Health Insurance Program Reauthorization Act ("CHIPRA") Notice	Must provide notice of potential opportunities for premium assistance under state Medicaid or CHIP to all employees <u>annually</u> . Can include the required notice in annual enrollment materials or SPD (if re-distributed) each year.
10. Medicare Part D Notice of Creditable or Non-Creditable Coverage	Must provide to all Medicare Part D-eligible participants and beneficiaries <u>annually</u> , prior to the start of the Medicare Part D open enrollment period (i.e., <u>before</u> October 15). Must provide in certain other situations as well.
11. HIPAA Notice of Privacy Practices	Must provide to participants <u>upon enrollment</u> and when there are <u>material changes</u> to the notice. Notice of material changes must generally be provided within 60 days of the change (or in plan's next annual mailing, if posted on website). Every three years, must notify participants that a Notice of Privacy Practices is available and how to obtain it.
12. HIPAA Certificates of Creditable Coverage*	Must provide to participants and beneficiaries who lose coverage no later than deadline for giving COBRA election notice (and, if COBRA is elected, when COBRA ends). Also, must provide upon request if request is within 2 years after coverage ends.

	*HIPAA Certificates of Creditable Coverage will be eliminated as of December 31, 2014.
13. HIPAA Pre-Existing Condition Initial and Determination Notices*	Must provide to participants in enrollment materials; and to any individual as soon as possible following a determination that the exclusion will be imposed. *HIPAA Pre-Existing Conditions Notices will be eliminated for plan years commencing January 1, 2014 or later
14. HIPAA Special Enrollment Notices	Must provide to employees eligible to enroll in plan on or before opportunity to enroll.
15. Initial COBRA Notice	Must provide to covered employees and spouses within 90 days of when coverage begins.
16. COBRA Election Notice	Employer must notify plan administrator within 30 days of the qualifying event. The plan administrator then has 14 days following receipt of the notice of qualifying event to notify qualified beneficiaries of right to elect COBRA. Where the employer is also the plan administrator, notice must be provided to qualified beneficiaries no later than 44 days after the qualifying event (or no later than 44 days after the employee provides notice of the qualifying event, in the case of divorce, legal separation or loss of dependent status).
17. Notice of Unavailability of COBRA	Employer must notify plan administrator within 30 days of the qualifying event. If plan administrator determines that the individual is not entitled to COBRA, the plan administrator has 14 days following receipt of the notice of qualifying event to notify qualified beneficiaries that COBRA is unavailable. Where the employer is also the plan administrator, notice of unavailability of COBRA must be provided to qualified beneficiaries no later than 44 days after the qualifying event (or, in the case of divorce, legal separation or loss of dependent status, no later than 44 days after notice of the qualifying event).
18. Early Termination of COBRA	If COBRA coverage is terminated earlier than the maximum time period for which COBRA must be made available, must provide notice to qualified beneficiaries as soon as practicable after determination of coverage termination.
19. Notice of Insufficient COBRA Payment	If COBRA premium payment was insufficient (but only by an “insignificant amount”), must provide notice of insufficient payment and give a reasonable period of time (such as 30 days) to cure the deficiency before terminating COBRA.
20. Conversion Notice	Must provide to certain qualified beneficiaries where the plan provides a conversion option.
21. Claims Procedure Notices	Must comply with the requirements for internal claims and appeals and external reviews, including timing and content requirements for notices of claim denials
22. Participant and Beneficiary Requests for Documents	If a participant or beneficiary makes a written request for a copy of plan documents, including the SPD, SMMs and Form 5500, they must be provided within 30 days of the request.
23. QMCSO Receipt and Determination Notices	Must provide notices of receipt of a proposed order and of determination regarding the order.
24. FMLA	Certain notices relating to health coverage may be required by FMLA for employees on FMLA leave.
25. USERRA	Certain notices relating to health coverage may be required by USERRA for employees

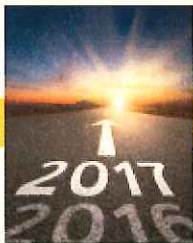
	performing qualifying military service.
26. GINA	In any lawful request for medical information, should include language specifically directing the individual or health care provider not to provide genetic information.
Reporting Requirements	
Document	Description
Form 5500 (Annual Report)	Must be filed electronically with the DOL each year within seven months after the close of the plan year, or within 9 ½ months with an extension
Form W-2 Reporting	Must report the aggregate cost of applicable employer-sponsored coverage on an employee's Form W-2.
Employer Reporting under Code Sections 6055 and 6056	For a self-insured plan, the employer will be responsible for satisfying the reporting obligations under both Code Section 6055 and 6056. Section 6055 reporting relates to whether the employer's health coverage constitutes "minimum essential coverage" under Health Care Reform. Section 6056 reporting relates to whether the employer's health coverage satisfies the "pay or play" regulations under Health Care Reform. Reporting under both Sections may be completed using a single, combined form. The 2015 calendar year will be the first year to which reporting applies. Reporting is due annually, after the end of the calendar year to which it relates (generally, no later than March 31 if filing electronically).
Medicare Part D Creditable Coverage Disclosure Notice to CMS	Must provide disclosure to the Centers for Medicare & Medicaid Services (CMS) regarding whether the group health plan's prescription drug coverage is, on average, at least as good as standard prescription drug coverage under Medicare Part D. Filed with CMS electronically 60 days after the beginning of the plan year and, if applicable, within 30 days after termination of plan's prescription drug coverage or change in creditable status of plan.
Other Requirements	
Item	Description
Transitional Reinsurance Fee	Fee to fund a temporary transitional reinsurance program to help stabilize premiums in the individual market during 2014 through 2016. A self-insured group health plan is responsible for the fee but may utilize a TPA to transfer the fee. Amount of covered lives must be reported by November 15 of each year.
PCORI Fee	Fee to fund the Patient-Centered Outcomes Research Institute (PCORI) for the plan year ending after September 30, 2012 through the plan year ending after September 30, 2019. The plan sponsor of a self-insured group health plan must complete Form 720 and pay the fee directly to the IRS by July 31 of the calendar year that begins after the end of the plan year.

5. Description of the firm's legal resources associated with employee benefits.

Further, compliance guidance, monitoring, and testing have become central responsibilities to us as benefits consultants especially in the age of Health Care Reform. We have taken this responsibility very seriously leading Brown & Brown to partner with Miller Johnson, a highly-respected ERISA and ACA Attorney firm. Miller Johnson attorneys are on retainer to:



- Provide written legal opinion for any client-specific questions and concerns
- Provide written monthly ACA updates which are emailed to all clients
- Host informational seminars and webinars for our clients when important new regulations are released (sample webinar notification pictured below)



The Future of the ACA

There has been much speculation about the Affordable Care Act's future during the recent election cycle. You can be certain that our team of attorneys remain dedicated to providing the latest changes and regulations on the ACA. These updates are shared in our newsletter, through workshops and webinars. So be sure to check the Health Care Reform Team section of our web site.

Upcoming webinar

Post-Election - What does this mean for Employer's Health Care Strategies?
January 12, 2017

In addition to the services above, Brown & Brown performs the following tests to ensure our clients' plans are compliant.

- Affordability testing for ACA purposes
- Actuarial 60% value testing for ACA purposes
- Non-Discrimination testing
- GINA, ADA, and ACA testing for wellness programs
- Mental Health Parity

These tests are run through our in-house models or checked against federal guidelines to ensure compliance.

TAB C: LOCATION AND ACCESSIBILITY

Provide the name, office location and resume of academic training and employment of the Account Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following:

1. Number of accounts for which the Account Executive is responsible;

Jessica Scott is the lead strategist and Account Executive for approximately 50 accounts. Jessica will keep in constant contact with the members of The City's dedicated team to ensure proper communication and attention is consistently given.

2. How the City's account would compare in size and scope to other clients of the agent/broker;

Approximately 80% of Jessica Scott's book of business is either a public entity client or similar in size to The City of Port Orange. Groups' most similar to The City of Port Orange that Jessica maintains (based on size and proximity) include, but are not limited to: City of Ormond Beach, City of Holly Hill, & City of Edgewater.

JESSICA SCOTT

VICE PRESIDENT

BROWN & BROWN OF FLORIDA, INC.

EXPERIENCE

2006– Present **Brown & Brown of Florida, Inc.** Daytona Beach, FL
Vice President and Account Executive

- Responsible for the analysis, design, marketing and negotiating with insurers (underwriters & actuaries) and other service providers at inception and renewal for all lines of coverage.
- Provide preliminary renewal data for budgeting purposes prior to contract renewal.
- Review policies and endorsements for accuracy.
- Responsible for overall client strategy, compliance, and service
- Serve as primary point of contact with clients' leadership and elected officials
- Assist with all employee and staff escalated issues
- Provide expertise and educate groups on compliance and Health Care Reform topics
- Attend public sector clientele's budget and/or other negotiation meetings
- Implement effective wellness strategies.

1999–2006 **Datastream Systems, Inc.** Daytona Beach, FL
Senior Sales Representative

- Ranked in the top 5 out of 62 in sales for over 4 years
- President's Club 2002, 2003, 2004, 2005
- Focused on delivering Facilities and Asset Management Solutions to Fortune 500 companies.
- Promoted to Senior Sales Representative after 1 year with substantial pay increases each year
- Managed over 600 accounts, while increasing customer base by over 500%
- Met with customers and prospects to discuss long term strategies
- Resolved escalated customer issues



EDUCATION

- Bachelors in Psychology, Furman University
- United Healthcare Knowledge Institute
- Cigna Advanced Technical and Alternate Funding Program

LICENSES

- 2-15 Life, Health & Variable Annuities, State of Florida

SERVICES AND ACTIVITIES

- | | |
|---------------------------------------|------------------------------------|
| ▪ Domestic Abuse Council (Part Chair) | ▪ Checkered Flag Committee |
| ▪ Leadership Daytona 2007 | ▪ Volusia/Flagler United Way Board |
| ▪ Dayton Beach Rotary | |

AWARDS

- 2009, 2010, 2011, 2013, 2014 Brown & Brown Tangle B Award Winner

3. Steps the Account Executive or the firm will take to assure that proper attention will be given to the City's account as your book of business grows; and

4. Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City's administration and/or the City's employees.

5. Provide timeframe for staff response to any City inquiries.

Response to questions 3, 4, & 5:

As aforementioned, Brown & Brown started in Daytona Beach; where our corporate headquarters remains today. The implications of that are as follows; the entirety of your dedicated assigned teammates (i.e. Account Executive, Senior Leadership, Service Team, Marketing Team, & Risk Management Team) work out of our Daytona Beach office, readily available to consult and service the City's vast needs, on an employer and employee basis. In response to whether we will assert the 'proper attention' to The City, it's also relevant that beyond benefits specialists, our team is comprised dozens of individuals/families that live within Port Orange's city limits. The dedication to this account would be unmatched amongst our peers due to our geography and concern for The City, as its proud residents.

As the largest benefits office in Brown & Brown, we train our future benefits leaders in Daytona and always have a plan and team in place that will ensure that our team, service, and attention will grow with your needs and workforce.

We, at Brown & Brown pride ourselves on our exceptional customer service. Our goal is to provide resolution for any issues or concerns in less than 24 hours. We will call and subsequently email The City to communicate a reason if we are unable to meet the designated 24-hour service goal and provide a reasonable resolution timeframe on a per issue basis.

Jessica Scott, as the lead strategist for The City is readily available by phone and email for any needs big or small that all administrators & leadership may have. Jessica generally responds within 2 hours,



including weekends and evenings. Your employees will be given direct access to senior service leadership (i.e. Clare Sapp, the Senior Account Manager, or Angie Cmar, Account Manager) who will ensure the proper handling and/or delegation of issues depending on complexity and timeliness. Giving employees' access to Senior Leadership may contradict our industry peers, but the principal remains that the mishandling of a minor issue can turn into a major issue, we see it vital that all issues are closely reviewed and that an actionable plan is set in motion with immediacy. Our top-down service approach ensures that the appropriate member of our team can resolve any given issue within each service member's scope of excellence.

TAB D: LICENSES / INSURANCE



- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active."

FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN OF FLORIDA, INC.

220 S RIDGEWOOD AVE
DAYTONA BEACH FL 32114

Agency License Number L014257

Location Number: 128098

Issued On 09/07/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location



Jeff Atwater
Chief Financial Officer
State of Florida

State of Florida

Department of State

I certify from the records of this office that BROWN & BROWN OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 1947.

The document number of this corporation is 150616.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 1, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of April, 2016*



Ken Detjen
Secretary of State

Tracking Number: CU5800982278

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

STEPHEN PHILLIP FARMER
License Number : A081083

Resident Insurance License • 0220 - GENERAL LINES (PROP & CAS)	Issue Date 06/07/1996
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Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridado.com/agents/>.


 Jeff Atwater
 Chief Financial Officer
 State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JULIE ANN FREIDUS
License Number : E051920

Resident Insurance License • 0215 - LIFE INCL VAR ANNUITY & HEALTH	Issue Date 01/22/2003
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Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridado.com/agents/>.


 Jeff Atwater
 Chief Financial Officer
 State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JESSICA SCOTT

License Number : P076149

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

12/16/2006

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.


Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BRENDA M THURSTON

License Number : D031408

Resident Insurance License

• 0240 - HEALTH
• 0214 - LIFE INCL VARIABLE ANNUITY

Issue Date

04/15/2000
02/26/2000

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.


Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BRANDON SAVAGE

License Number : P187689

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

04/04/2009

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in FDS-2610 or FDS-2350, Florida Statute. A licensee may track their continuing education requirements completed or missed in their MyProfile account at <https://dofs.flhs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaDfFS.com/Division/Agents>.

Jeff Anwater
Jeff Anwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

CLARE MARY SAPP

License Number : D027256

Resident Insurance License

- 0214 - LIFE INCL VARIABLE ANNUITY
- 0240 - HEALTH
- 0218 - LIFE & HEALTH
- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

01/08/2000
01/08/2000
01/08/2000
01/08/2000

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the FL Dept. of Financial Services website at <http://www.myfloridadfss.com/agents/>.

Jeff Anwater
Jeff Anwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

TODD ANTHONY GARIEPY

License Number : W205120

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

01/16/2015

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://doe.fors.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>.

Jeff Atwater

Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ANGELA CMAR

License Number : W272724

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH
• 0440 - CUSTOMER REPRESENTATIVE

Issue Date

02/13/2016
08/13/2015

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://doe.fors.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>.

Jeff Atwater

Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

PAUL ROBERT MORTON

License Number : W309551

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

03/03/2016

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, broker, adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 620.2810 or 640.305, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <http://www.myfloridafds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.myfloridafds.com/DivisionAgents>.

Jeff Atwater

Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LAURA FRANCIOSO

License Number : W236020

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

01/06/2015

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, broker, adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements outlined in 620.2810 or 640.305, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <http://www.myfloridafds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.myfloridafds.com/DivisionAgents>.

Jeff Atwater

Jeff Atwater
Chief Financial Officer
State of Florida

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. The City of Port Orange does not need to be named as a certificate holder for purposes of submitting a proposal to this RFP. However, upon recommendation of award of contract for this RFP, the selected Vendor will be required to submit an official ACORD Form naming the City of Port of Orange as a Certificate Holder.

		CERTIFICATE OF LIABILITY INSURANCE		BROWN-3	OP ID: JW																																																														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				DATE (MM/DD/YYYY) 01/10/2017																																																															
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																																																			
PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 M. Decker Youngman			CONTACT NAME: LAURIE KOHLER #17080 PHONE (A/C, No, Ext): 386-239-7242 FAX (A/C, No): 386-323-9169 E-MAIL ADDRESS: lkohler@bbdaytona.com																																																																
INSURED BROWN & BROWN INC ETAL P O BOX 2412 DAYTONA BEACH, FL 32115			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Prop & Cas of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER B : Continental Casualty Co</td> <td>20443</td> </tr> <tr> <td>INSURER C : Travelers Indemnity</td> <td>26658</td> </tr> <tr> <td>INSURER D : XL Specialty Ins Inc.</td> <td>37886</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Prop & Cas of Amer	25674	INSURER B : Continental Casualty Co	20443	INSURER C : Travelers Indemnity	26658	INSURER D : XL Specialty Ins Inc.	37886	INSURER E :		INSURER F :																																																	
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ACORD 25 (2014/01)

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TAB E: FINANCIAL STABILITY / LITIGATION AND DEBARMENT HISTORY



FINANCIAL STABILITY/LITIGATION AND DEBARMENT HISTORY

City of Port Orange
RFP # 17-16 – Insurance Brokerage Services

• All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

Confirmed. Brown & Brown of Florida, Inc. can furnish a copy of the 2015 audited financial upon request.

• This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm

This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.

T&T Contracting Services v. Brown & Brown of Florida Inc., (Ft Lauderdale office)
4D14-4746 4th District Court of Appeals

Brown & Brown of Florida, Inc. is a subsidiary of Brown & Brown, Inc. a publicly traded company on the New York Stock Exchange (NYSE: BRO). Brown & Brown of Florida, Inc. and its parent company are involved in claims and litigation in the ordinary course of their business and descriptions of legal matters can be obtained through the public filings available through the federal Securities and Exchange Commission.

• This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm. This shall include any debarment actions against your company by the City or other public entity.

Confirmed. No “debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.”

• Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.

Confirmed. No government agency client has been “terminated in default or convenience.”

• Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

Confirmed.



TAB F: CLIENT REFERENCES FOR SIMILAR PRODUCTS

CLIENT REFERENCES FOR SIMILAR PROJECTS

City of Port Orange
RFP # 17-16 – Insurance Brokerage Services

- Provide a minimum of three (3) and a maximum of five (5) Client References having achieved positive results due to the Account Executive's evaluation of their insurance needs within the last two (2) consecutive years within the past five (5) years for the services described in this RFP.

Jessica Scott is the Account Executive for the accounts marked with "*". The other accounts have been included due to size, proximity, and complexity of the coverages offered (i.e. self-funding, multiple medical carriers, etc.). Further, Clare Sapp is the Account Manager on accounts marked "**"

- Provide a list of at least three (3) client references (including contact information) for which the services requested in this RFP have been provided for at least two (2) consecutive years within the past five (5) years.



Client * **
Contact
Title
Phone
Email
Length of Relationship

City of Ormond Beach – Public / City
Claire Whitley
Human Resources Director
386-676-3202
Claire.Whitley@ormondbeach.org
2009-Present



Client * **
Contact
Title
Phone
Email
Length of Relationship

City of Holly Hill – Public / City
Diane Cole
Human Resources Manager
386-248-9440
DCole@cityofhollyhill.org
1999-Present



Client **
Contact
Title
Phone
Email
Length of Relationship

City of New Smyrna Beach – Public / City
Carol Hargy
Human Resources Director
386-424-2127
CHargy@cityofnsb.com
2010-Present



Client
Contact
Title
Phone
Email
Length of Relationship

City of Palm Coast – Public / City
Wendy Cullen
Human Resources Director
386-986-3720
WCullen@palmcoastgov.com
2001-Present



Client *
Contact
Title
Phone
Email
Length of Relationship

City of Edgewater – Public / City
Julie Christine
Human Resources Director
386-424-2400 ext. 1701
JChristine@cityofedgewater.org
2007-Present



CLIENT REFERENCES FOR SIMILAR PROJECTS

City of Port Orange
RFP # 17-16 – Insurance Brokerage Services

- *References must Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.*

**The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.*

- *DO NOT INCLUDE THE CITY OF PORT ORANGE AS A REFERENCE*

- *All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.*

- *Below is a sample of the verification questions that may be used:*

1. What type of services did the Vendor do for you? What was the scope of the project?
2. Did they meet the terms of the contract?
3. Was the project completed on time and within budget?
4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you?
5. Did they respond in a timely manner to calls, requests, etc.?
6. Did they provide adequate staff to take care of the needs of your company/agency?
7. Did the Vendor manage sub-consultants and/or sub-contractors?
8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?
9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3-5 years?
10. Overall, would you recommend this Vendor?



TAB G: INNOVATIVE SOLUTIONS AND PROJECT APPROACH



Provide a descriptive narrative regarding innovative solutions and/or project approach regarding the following areas:

Financial:

1. How can your firm assist the City financially?

In a benefits environment ripe with change, often confusing, and complex, the development of an effective and efficient benefits strategy is an art practiced by a few, rare organizations.

Brown & Brown is the embodiment of such an organization. We operate on a simple yet profound principle that every client is unique, and there is no “one size fits all” solution. The two broader strokes of our financial consultation include the effective use of your benefits budget to implement the best benefits offerings to attract and retain the best employees; and secondly, utilizing our processes and advanced analytics to contain costs year over year.

We have a systematic approach to identify the best avenues to maintain your competitive benefits offerings while working with very tight and often no annual budget increases for many of our public-sector groups.

Our approach always begins with discovery into your current suite of benefits through the following: plan design, contract, and Plan Document review of all applicable lines of coverage, end to end process mapping, interviewing key persons at The City, review of benefits financials, and technology platform review. Per our client relationships with other local municipalities as well as our strong relationship with Florida Health Care Plans and Florida Blue (as The City’s current providers of medical coverage), we’ll develop benchmarking analysis indicative of plan designs, Employer/Employee contributions, coverages offered, and historical Florida Health Care Plans renewals amongst The City’s peers. The completion of the initial discovery and analysis stages will allow our team led by Jessica Scott to map a multi-year strategy to curb medical trend and contain costs.



We are aware of public entities unique needs with regards to budget schedules, budgetary constraints, compliance responsibilities, and procurement guidelines. We also understand that public entities are unique in that elected officials typically have the ultimate responsibility and authority to make decisions. We often assist elected officials and ensure they are comfortable in their decisions by answering any questions they may have as well as making certain they understand their options. Jessica Scott, along with Brandon Savage (Risk Manager) will meet with The City every quarter to review claims and financial analysis, so that there will be no surprises at the time of your renewal. We will ensure that should any changes need to be made, preparations are being made well in advance of the renewal, communicated to City Commission as necessary and employees are being educated appropriately. Our goal is always to help our clients maintain the same level of benefits or add enhancements within budget year after year.

As a specific example of how Brown & Brown goes above and beyond to ensure our clients financial goals are being addressed, we had several of our smaller public sector clients in Florida express interest in going self-funded, so that they can have more control over costs and customization of their programs. However, several did not want to take the financial risk of being self-funded on their own. As a response to this need, we created the Florida Local Government Insurance Consortium, which now allows smaller public sector clients to move to a self-funded platform, yet pool their risk and buying power with other public sector clients in the state. Refer to the illustration below for a sample of the potential savings when joining our Consortium.

Net Claim Liability	Claim Fund	Potential Credit	Stop Loss Insurance	Administrative Fees	Net Effective Cost		Projected Fully Insured Premium*	Potential Cash Advantage
\$444,909	\$752,924	\$308,014	\$200,867	\$99,150	\$744,926	Great 20%	\$1,095,458	\$350,532
\$479,133	\$752,924	\$273,790	\$200,867	\$99,150	\$779,150		\$1,095,458	\$316,308
\$513,357	\$752,924	\$239,567	\$200,867	\$99,150	\$813,374	41%	\$1,095,458	\$282,084
\$547,581	\$752,924	\$205,343	\$200,867	\$99,150	\$847,598		\$1,095,458	\$247,861
\$581,805	\$752,924	\$171,119	\$200,867	\$99,150	\$881,822		\$1,095,458	\$213,637
\$616,028	\$752,924	\$136,895	\$200,867	\$99,150	\$916,045		\$1,095,458	\$179,413
\$650,252	\$752,924	\$102,671	\$200,867	\$99,150	\$950,269		\$1,095,458	\$145,189
\$684,476	\$752,924	\$68,448	\$200,867	\$99,150	\$984,493	"Expected"	\$1,095,458	\$110,965
\$701,588	\$752,924	\$51,336	\$200,867	\$99,150	\$1,001,605	13%	\$1,095,458	\$93,854
\$718,700	\$752,924	\$34,224	\$200,867	\$99,150	\$1,018,717		\$1,095,458	\$76,742
\$735,812	\$752,924	\$17,112	\$200,867	\$99,150	\$1,035,829	Maximum 26% ↓	\$1,095,458	\$59,630
\$752,924	\$752,924	\$0	\$200,867	\$99,150	\$1,052,941		\$1,095,458	\$42,518
\$752,924	\$752,924	\$0	\$200,867	\$99,150	\$1,052,941		\$1,095,458	\$42,518
\$752,924	\$752,924	\$0	\$200,867	\$99,150	\$1,052,941		\$1,095,458	\$42,518
\$752,924	\$752,924	\$0	\$200,867	\$99,150	\$1,052,941		\$1,095,458	\$42,518

Illustration of a range of possible claim levels

Includes estimated ACA fees

Resulting Cash Net Cost

Cash comparison with a Fully Insured arrangement

2. How successful are your firm's renewals and negotiations?

Unlike our industry peers, Brown and Brown utilizes an entire marketing department to oversee our client's renewal processes from start to finish. Our marketers and account executives maintain great relationships and understanding of our marketplace (i.e. knowing carriers on a professional and personal level, attending carrier meetings to stay up-to-date on all the new products and vendors entering the marketplace).

Brown & Brown's approach to marketing is based on each client's specific goals and strategy. For some clients this means that we conduct an RFP annually to provide the best options for the price, "leaving no stone unturned." Some clients have boards, committees and unions that simply need proof behind the decisions that are made every year and that they got the best product for the premium. Therefore, we make sure we provide this analysis. However, some clients are very happy with their current plans and carriers and wish for us to just use our leverage with those carriers to negotiate the most aggressive premiums and plans possible. In nearly all instances, our market approach provides us with great leverage to work with our carrier partners and underwriters to negotiate down the often-costly renewals for our clients.

We understand that it is important for us to find every opportunity to save our clients' money. As a result, we typically negotiate multi-year ancillary premium contracts and we look for opportunities to package lines of coverage with one ancillary carrier to yield the most premium savings and ease of administration for our clients. For example, during The City of Ormond Beach's most recent ancillary bid process, we were able to save The City \$40,000 by packaging dental, life and disability with one carrier and we negotiated those premiums to hold for 3 years. We also can offer our clients our advantage card coalition, which offers discounts for medical services, vision, hearing, prescriptions, health clubs, etc. *(Please find more information on this program under Question #3 below)*

In addition, we always approach carriers to offer some sort of wellness funds to our clients. For our clients similar to the size of The City of Port Orange, those funds can be anywhere from \$10,000 to \$50,000. Other areas we can negotiate additional funds for our clients is through carrier implementation credits and multi-month premium holidays.

In the event that we market the insurance and the market results are less favorable than renewal or if we do not market at all, we'll engage in a comprehensive underwriting review to negotiate based on our understanding of the underwriting process. We have multiple members of our team that were previously medical underwriters with carriers and we can often identify ways to negotiate renewals without competitive market data. Our Risk Analysis team, led by Brandon Savage, can identify key risk factors and make projections of renewals and expected future losses.

INNOVATIVE SOLUTIONS AND PROJECT APPROACH

City of Port Orange
RFP # 17-16 – Insurance Brokerage Services

Renewal Workup	
Incurred Claims	6,455,933.00
Less Claims over \$150K	367,677.00
Nonpooled Claims	6,088,256.00
Adjusted Incurred Claims	6,088,256.00
*21.6% trend	7,403,441.06
+ Pooling Charge	362,767.00
= Trended and Pooled Claims	7,766,208.06
+ compliance charge	77,662.00
= Expected Claims	7,843,870.06
* Change in contract size	0.0251
= Claims @ current contracts	7,628,166.63
+ Retention @ 17%	1,296,787.82
Required Annual Premium	8,924,951.45
Total Current Annual Premium	8,706,702.00
Required Annual Premium	8,924,951.45
Required Rate Action	218,249.45
	0.0251
	2.51% Increase

B&B Adjusted Renewal Workup	
Incurred Claims	6,455,933.00
Less Claims over \$150K	367,677.00
Nonpooled Claims	6,088,256.00
Adjusted Incurred Claims	6,088,256.00
*16% trend	7,062,376.96
+ Pooling Charge	362,767.00
= Trended and Pooled Claims	7,425,143.96
+ compliance charge	77,662.00
= Expected Claims	7,502,805.96
* Change in contract size	0.9725
= Claims @ current contracts	7,296,478.80
+ Retention @ 15%	1,094,471.82
Required Annual Premium	8,390,950.62
Total Current Annual Premium	8,706,702.00
Required Annual Premium	8,390,950.62
Required Rate Action	(315,751.38)
	-0.0363
	3.63% Decrease

Lastly, it is important to note that Brown & Brown has the largest volume of premium with Florida Health Care Plans (FHCP) and Florida Blue that is frankly, unmatched in our industry. We have 46 current FHCP clients with total premium for 2016 plan year of \$44,790,649 and over \$2 billion in premium with Florida Blue. This amount of premium with The City's incumbent medical carriers is principal to negotiating down your 2017 renewal, which is likely to reach the 15-25% range given The City's most recent medical loss ratio of 101.6%.

We have the team, process, and leverage to offer The City the greatest opportunity for savings, should we be awarded your business.

The following are examples of rate negotiations provided by Brown & Brown benefiting existing local clients' medical healthcare renewals: (next page)



City of DeLand

Year	Initial Renewal	Final Renewal	Comments
10/1/16	6.5%	5%	No Plan Changes
10/1/15	5%	0%	No Plan Changes
10/1/14	8.5%	0%	No Plan Changes
10/1/13	8%	5%	No Plan Changes
10/1/12	34%	5.9%	No Plan Changes

City of New Smyrna Beach

Year	Initial Renewal	Final Renewal	Comments
10/1/16	4.3%	0%	No Plan Changes
10/1/15	5.5%	0%	No Plan Changes
10/1/14	16%	11.9%	No Plan Changes
10/1/13	12%	8%	No Plan Changes
10/1/12	20%	15%	No Plan Changes

Volusia County Clerk of the Circuit Court

Year	Initial Renewal	Final Renewal	Comments
10/1/16	5%	-1%	No Plan Change
10/1/15	19.1%	-31%	Changed to an HSA Plan
10/1/14	17%	10.8%	Minor Plan Changes
10/1/13	20%	-3%	Minor Plan Changes
10/1/12	6.8%	0%	Minor Plan Changes

3. What other cost saving measures has your firm successfully utilized (i.e. transitioning to self-funding, etc.).

The various ways we contain and take control of our clients costs include, but are not limited to:

- Implementation of programs relating to Chronic Disease Management & Early Detection
- Client Specific Claim & Utilization Data Analysis
- Underwriting Review & Actuarial Evaluation
- Plan Design & Contribution Modeling
- Advanced Budgeting Analysis
- National Benchmark Data & Analysis
 - Utilization Reviews
- Case Studies & Success Stories
- Negotiating the Contracts of Employee Health Clinics
- Carrier Performance Guarantees
- Transitions to Self-Funding
- Self-Funding Capabilities
 - Claim Re-pricing & Forecasting
 - Pharmacy Consultant & Pricing Coalition
 - Brown & Brown Stop Loss Consortium
 - Large Group Ancillary Purchasing
- International Business & Expat Solutions
- Captives
- Employee Health Clinics
- Retiree Coverage Solutions
- Leveraging Market Data
- Employee Education (RX spend, ER vs UC)
- Advantage Card Coalition (*sample of discounted options illustrated below*)

Ancillary

Differentiators & Opportunities with the Advantage Card Coalition

➤ Our Product Portfolio

Careington's growing portfolio includes money-saving products and services in the categories of health, wellness, lifestyle and financial savings. We offer over 150 unique products ensuring access to affordable care for any health, wellness or financial concern. Browse this short list of some of our most popular options to understand the offers we can provide to enhance your benefit packages.



Health

Dental | Vision | Hearing | Prescriptions
Telemedicine | Imaging & Labs



Wellness

Vitamins & Nutritional Supplements
Weight Loss | Meal Planning | Health Club Network
| Comprehensive Health Resource



Financial

Medical Bill Saver | Tax & Financial Advice
Legal Advice & Discounts | ID Theft Protection & Restoration



Lifestyle

Shopping & Dining Discounts | Hotel & Car Rental
Discounts | Travel Assistance & Discounts | Pet Care
Discounts | Social Media Monitoring

4. What analysis will your firm provide, including any follow-up action plans related to the analysis?

Benefits Plan Budgeting & Analysis

- Employer vs. Employee contribution modeling (*sample pictured below*)
- Examine compensation to ensure life/disability offerings provide desired suitability to group
- Evaluate plan design versus industry and regional benchmarks

2016 - Current Contribution Strategy					2017 - Defined Contribution w/ projected 5% Renewal		
Tier	Enrollment	Current Premium	EE Monthly Contributions	ER Monthly Contribution	Projected Premium	EE Monthly Contributions	ER Monthly Contribution
Employee Only	60	\$575	\$65	\$50	\$604	\$54	\$550
Employee + Spouse	50	\$1,250	\$400	\$850	\$1,313	\$763	\$550
Employee + Child(ren)	30	\$1,175	\$300	\$875	\$1,234	\$684	\$550
Employee + Family	14	\$1,775	\$535	\$1,250	\$1,864	\$1,314	\$550
Monthly Total	154	\$157,100	\$40,250	\$116,850	\$164,955	\$80,255	\$84,700
Annual Total		\$1,885,200	\$483,000	\$1,402,200	\$1,979,460	\$963,060	\$1,016,400
ER Savings						\$480,060	(\$385,800)

Health & Wellness

- Health Clinic Cost vs. Utilization (pictured below)
- Population Risk Management
- Wellness Tracking & ROI Reporting
- Employee Survey Results

Network utilization

- PPO vs. HMO utilization
- Utilization by Provider (#PCP visits, Inpatient Hospital, Rx, etc.) depending on data availability
- Claims Lag Analysis to identify issues with the auto-adjudication of claims
- Examine plan performance in terms of general utilization and high-cost claimants to project future claim expense

Health Clinic Utilization YOY					
Total Services			Total Paid		
2015			2015 Billed Amt		
Office Procedures	592		Office Procedures	\$23,986.41	
Radiology	154		Radiology	\$11,201.17	
Lab and Rapid Tests	2418		Lab and Rapid Tests	\$233,007.51	
E&M Services	2274		E&M Services	\$494,275.87	
Total	5438		Total	\$762,471	
			Clinic Cost	\$240,000	
			Annual Savings	\$522,471	
2016			2016 Billed Amt		
Office Procedures	549	-7%	Office Procedures	\$18,052.36	-25%
Radiology	215	42%	Radiology	\$7,715.86	-31%
Lab and Rapid Tests	1775	2%	Lab and Rapid Tests	\$249,514.39	7%
E&M Services	1781	-22%	E&M Services	\$368,172.20	-26%
Total	5024	-8%	Total	\$643,455	-16%
			Clinic Cost	\$240,000	
			Annual Savings	\$403,455	

INNOVATIVE SOLUTIONS AND PROJECT APPROACH

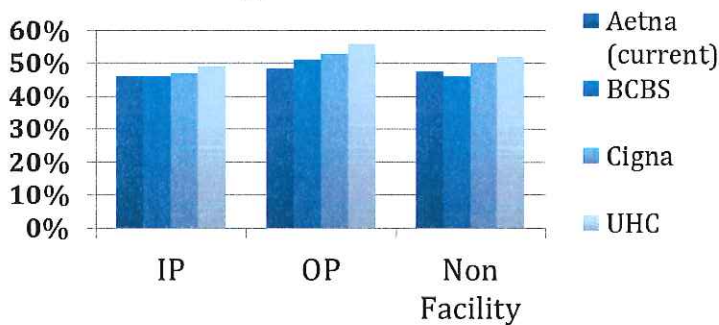
City of Port Orange
RFP # 17-16 – Insurance Brokerage Services

- Claims Re-pricing & Forecasting Analysis to identify best-in-class networks & discounts for our clients
 - Network Disruption Analysis
 - Top 25, 50, or 100 Providers (dependent on size of group)
 - Aggregate provider disruption
 - Formulary disruption
 - Accessibility Analysis
 - Based on geo-access standards (e.g. the average distance to a choice of providers)
 - Claim Re-pricing
 - Applying a prospective carriers negotiated fees & discounts to historical Diagnosis & Procedure codes to estimate what your historical claims could have been under a different administrator or network, re-pricing summary of results illustrated below

Re-pricing Results - UHC

Type of Service	Total Submitted Charges	Charges Not Processed	INN (Par Providers)		Discount %	OON (Non Par Providers)		Discount %	Total (All Providers)		Discount %
			Charges	Allowed		Charges	Allowed		Charges	Allowed	
Inpatient	3,815,000	75,000	3,740,000	1,890,000	51.2%	1,500,000	22,500	28.6%	3,757,500	1,902,500	49.4%
Outpatient	7,516,000	215,000	7,301,000	3,085,000	7.7%	1,500,000	135,000	22.9%	7,476,000	3,220,000	56.9%
Non-Facility	9,950,700	670,000	9,280,700	4,253,000	52.3%	216,000	179,000	17.1%	9,496,700	4,554,000	52.0%
Total	21,281,700	960,000	20,321,700	9,350,000	54.0%	408,500	326,500	20.1%	20,730,200	9,676,500	53.3%

Avg. Discounts



Estimated Savings Re-Pricing Results

BCBS: \$ 150,000

Cigna: \$ 175,000

UHC: \$ 200,000



Financial Impact of Various Retention Levels Reporting (Annual)

- Deductible, Maximum Out-of-Pocket, & Co-pay Report
 - These reports allow our strategists to identify the best plans for your population, which often will lead to bottom line savings for fully insured or self-funded medical clients

Out-of-Pocket Expenditure

Deductible - Medical		
2015 YTD (Jan 2015-Sep 2015)		
Employee Deductibles Paid (\$500 Per Person)		
Deductible	# of Claimants	% of Total
\$0	62	17%
\$1-\$100	47	13%
\$101-\$250	50	14%
\$251-\$499	56	16%
\$500	124	35%
\$500+	18	5%
Total	357	100%

Average Deductible Paid per Claimant	\$294
Total Deductibles Paid	\$104,979

Average Coinsurance Paid per Claimant	\$161
Total Coinsurance Paid	\$57,505

Out of Pocket Maximum - Medical		
2015 YTD (Jan 2015-Sep 2015)		
Medical Out-of-Pocket Total		
Amount	# of Claimants	% of Total
\$0	51	14%
\$1-\$500	155	44%
\$501-\$1,000	96	27%
\$1,001-\$1,499	22	6%
\$1,500	16	4%
\$1,501-\$1,999	14	4%
\$2,000+	2	1%
Total	356	100%

Average Copays Paid per Claimant	\$34
Total Copays Paid	\$12,058

Average Medical Out of Pocket Paid by an Employee	\$490
Total Medical Out of Pocket Paid	\$174,542

Renewal Underwriting

- Review loss ratios on a per-plan basis
- Develop independent renewal calculation to evaluate accuracy of carrier conclusions (see sample illustration on pg. 53)
- Plan Renewal Analysis Report – shows you're pooling level and amount of claims over that level. If no claims are over this level we need to look at lowering your pooling level to help offset any renewal increase.
- Premium vs Claims Expense Reports (Monthly/Quarterly)

Large Claim Report (Semi-Annual or Annual)

- Show claimants over a specified amount (\$25,000 or \$50,000), including diagnosis

Claim Stratification Review

Payment Category	Number of Claimants	% Claimants	Payments	% Payments
Total	1,581	100.0%	\$4,017,530	100.0%
<\$.01	4	0.3%	\$0	0.0%
\$.01-\$99	211	13.3%	\$11,716	0.3%
\$100-\$500	522	33.0%	\$112,314	3.5%
\$500-\$2,499	561	35.5%	\$631,851	15.9%
\$2,500-\$4,999	121	7.7%	\$23,186	10.5%
\$5,000-\$9,999	76	4.8%	\$548,689	13.7%
\$10,000-\$14,999	73	4.1%	\$399,936	10.0%
\$15,000-\$19,999	22	1.4%	\$382,132	9.5%
\$20,000-\$24,999	6	0.4%	\$136,344	3.4%
\$25,000-\$29,999	6	0.4%	\$163,891	4.1%
\$30,000-\$39,999	9	0.6%	\$302,285	7.5%
\$40,000-\$49,999	4	0.3%	\$176,513	4.4%
\$50,000-\$74,999	2	0.1%	\$121,104	3.0%
\$75,000-\$99,999	1	0.1%	\$88,786	2.2%
\$125,000-\$149,999	1	0.1%	\$141,549	3.5%
\$150,000-\$174,999	1	0.1%	\$157,208	3.9%

- Leading Diagnosis Analysis
 - This will often identify target risk segments to assert health and wellness initiatives for
- Claim Stratification Review (by size of payment) to identify the amount of high cost claimants driving renewal (pictured on previous page)

Pharmacy Reports (Quarterly, if applicable)

- Prescription claim usage by tier
(e.g. tier 1 – generics, tier 2 –brand, etc.)
- Prescription claim usage by utilization (e.g. retail vs. mail order)
- Pharmacy vendor savings & rebates
- PBM Price Audit – guaranteeing the contract is out-performing the negotiated guarantees
- PBM Marketing – including B&B Pharmacy Coalition pricing
 - Financial Analysis (pictured below)
 - Contracts Review
 - Rx Disruption Analysis

Projected Costs and Savings: January 1, 2017 - December 31, 2019		
	Client A Current Contract	B&B Coalition / Express Scripts Pricing
Retail Network		
Brands	\$1,191,778	\$1,177,590
Generics	\$1,039,522	\$893,152
Dispensing Fee	\$42,103	\$33,682
Retail-90		
Brands	\$1,024,749	\$1,018,263
Generics	\$598,520	\$514,335
Dispensing Fee	\$7,238	\$4,524
Mail Order		
Brands	\$635,273	\$631,094
Generics	\$5,061	\$536,503
Dispensing Fee	\$0	\$0
Administrative Fees		
Retail	\$0	\$0
Mail Order	\$0	\$0
Total Costs	\$5,119,819	\$4,809,144
Rebates		
Retail	\$223,830	\$480,690
Mail Order	\$107,100	\$176,425
Total Rebates	\$330,930	\$657,115
Total Net Costs	\$4,788,889	\$4,152,029
Rx Cost Savings**	-	\$310,675
Admin. Fee Savings	-	\$0
Rebate Savings	-	\$326,185
Total Savings (\$)*	-	\$636,860
Total Savings (%)	-	13.3%

	Year 1	Year 2	Year 3	Total
Total Savings (\$) By Year	\$187,089	\$212,138	\$237,633	\$636,860

5. Describe any other aspects on how your firm will provide the City with the best premium for the best product.

Each year following our renewal meeting, Brown & Brown will provide The City of Port Orange with a written summary of our recommendations and incorporate all significant elements that influence our recommendations. As The City's trusted advisor and consultant, we ensure our recommendations are thorough and includes thoughtful consideration to all elements – Market/industry trends, competitive marketing analysis, employee survey feedback, Health Reform, plan utilization, budget, experience with incumbent carriers, changes to demographics, benchmarking, overall knowledge of your account and business, among other factors. Our vast knowledge and experience aids us in determining the best course of action for The City during each renewal.

- Leverage in the marketplace because of size and volume
- Employee survey – to find out what is most important to the employees, which can be factored in when making plan decisions
- Benchmarking – comparison of peer benefit programs
- Access to pilot programs and new markets before other brokers
- Provider Disruption analysis to make ensure superior provider access for employees
- Formulary analysis
- Plan design analysis
- Contribution modeling
- Access to proprietary Brown & Brown owned programs
- Negotiate carrier performance guarantees and premium credits

Employee:

1. How will your firm assist the City's employees?

Having Brown & Brown as your broker means having a partner who cares about your employees, just as much as you. Brown & Brown would assist in a variety of areas including marketing, implementation, and enrollment, claims adjudication, claims processing, benefits improvement, and updated industry and compliance information. Brown & Brown will give your employees the tools necessary to save them money and improve their benefits utilization. Our 'hands-on approach' allow employees to understand how their benefits work and not that they just have them. We work with the Human Resources department and employees to provide a guiding hand through the difficult world of insurance. We always take a customized approach with each client in how we assist their employees. For example, during open enrollment, we have the capability of setting up a dedicated email just for The City of Port Orange employees. This allows employees the ability to contact us directly with any questions that they have during the open enrollment period (and usually after we have held on-site meetings). Should we become Agent of Record, we will set up a meeting with the HR Team to outline ways we can best assist The City employees and take immediate action.



2. What is your firm's contact like for adjudicating difficult claim matters?

Brown & Brown is a 'top tier' broker with many of our carrier partners. This means that we have dedicated contacts at each carrier to assist us with quick claim and billing resolutions. Difficult claim situations do unfortunately come up from time to time and Brown & Brown takes all claims concerns very seriously. Our goal is to maintain effective communication with the carriers to resolve any issues and prevent them from occurring in the future. Your dedicated account management team has extensive experience in billing and claims resolution. In fact, we do our best to anticipate claim issues before they should occur. For example, one of our carrier partners implemented new pre-authorization requirements for certain medications. Before this change took place, we ran a report to review how many members were impacted and we developed communication for our client to distribute to their employees to notify them of this change (before it occurred) and the proper steps to take to ensure they would not have issues filling these medications. We also contacted several of the employees' providers directly to let them know of the change, so they could go ahead and start the authorization process before the employees needed the medications.

Should any claim issue become escalated, Jessica Scott will work with top management at the carrier to ensure that there is a resolution. In addition, Julie Freidus has weekly calls scheduled with top management at the carriers to review and resolve escalated client issues. We are readily available to assist The City with specific claims adjudication as necessary.

3. Will your firm's staff assigned to managing the resultant contract from this RFP meet the City's employees in person?

Brown & Brown has assembled a team of dedicated account managers who are available to assist the employees of the City of Port Orange. Along with having an Account Manager, Brown & Brown sends a team of employees to implement and interact with your members to maximize their benefits comprehension. This team can perform new hire meetings, educational/communication meetings and annual open enrollment meetings whenever requested. City of Port Orange employees will be able to interact with and address issues in person during these times. This allows new and existing employees to immediately take advantage of their benefit offering.

4. In considering renewals, how much do aspects of a provider such as the disruption of carriers or level of service/tendency to deny claims play into your firm's recommendations for vendors? Will your firm disclose these concerns with the City regarding a potential vendor?

We engage the entire marketplace to ensure we find the best fit for our clients. For our clients, who wish to review alternative carriers, our marketing team and account executive(s) take the time to analyze network disruption and review these reports with you, so that members experience little to no impact when switching vendors. Our focus when analyzing networks is to determine what matters to the client and their employees. Brown & Brown's analysis allows our clients to make medical and ancillary decisions that will prevent major disruption of their employees benefit providers, which may mean that it is not in the best interest of our client to make a carrier change. Account Executives are extremely thorough in their network analysis and examine all options for their clients as it relates to pharmacy and,

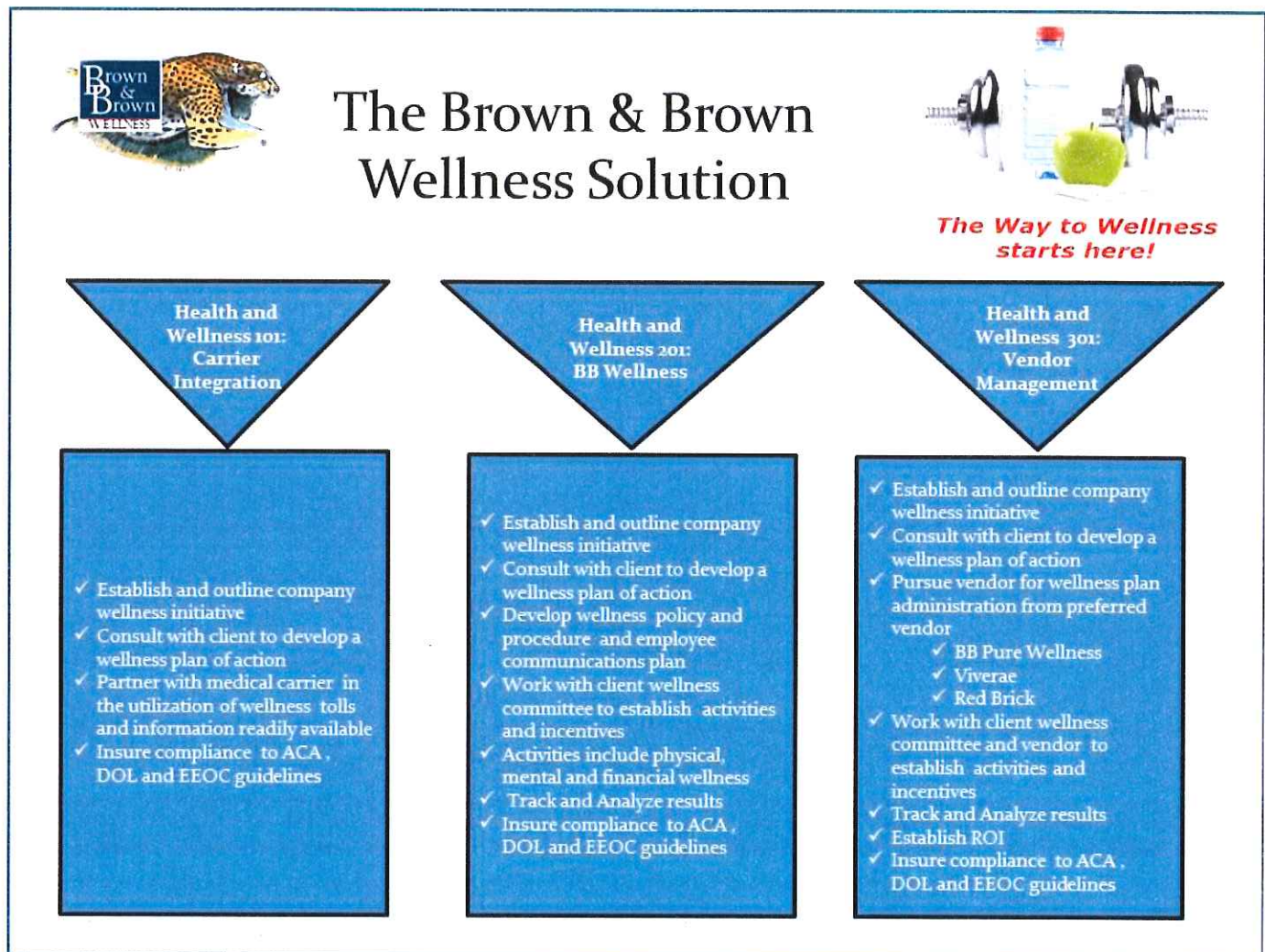
medical provider disruption, dental and vision provider disruption, etc. We will even go so far as to help the carrier with the provider recruiting process, should certain key providers not participate in the network. In addition, while evaluating options with our clients, we always divulge our service experience/challenges with the carriers in detail, while making recommendations. We understand that service should be as much considered as price when evaluating options.

5. Will City employees be able to directly contact the Broker, or will they need to go through the City's Human Resources team?

Our Account Executives and Account Managers are readily available to communicate directly with The City's employees. We structure our service team's communication access based on each client's preference. Should any clients wish for their employees to contact us directly, then we are happy to accommodate that by distributing our direct phone lines, email addresses and even cell phones to your employees. Employees are welcome to contact us 24 hours a day, 7 days a week. In addition, we will make sure the HR Team at The City is kept informed on any serious question or issues that should arise so we are all on the same page.

6. Provide any other aspects provided related to the City's employees' wellbeing.

Brown & Brown is a full service intermediary broker providing unparalleled services to our clients. Employee wellbeing sits atop our list of goals we to help our clients achieve. This does not stop by going the extra mile. It is not extended to just select employees. Brown & Brown knows there is nothing more important than our client's employees. We offer physical, mental and financial services to attract and engage with employees. Brown & Brown has access to a plethora of financial and physical wellness vendors, programs, and initiatives to help keep your employees happy and healthy, both in the workplace and outside of it. We can customize a monthly newsletter for distribution to your employees targeting topics relevant to your employee's needs. Our team's Certified Wellness Counselor, Laura Francisco, is always available to meet with The City's HR Team and directly with City employees to craft events and education promoting wellbeing. As mentioned previously, our Account Management team is available daily to assist employees with any issues they should face, as well. Please find more information about the wellbeing services that we provide: (next page)



Client:

1. How will your firm assist the City's Human Resources team and what special services will be provided?

As previously stated, The City's Human Resources team will have access to an entire team at Brown & Brown, with expertise in every area necessary to achieve a comprehensive benefits program. The team will be responsible to directly assist The City's Human Resources team through the following services:

Budget Projections

Brown & Brown will provide The City HR team with ***budget projections mid-year*** so that you can budget accordingly for any potential increases. Because of our premium volume with each of the major medical carriers, we can discuss our clients specifically and what each one is looking like for renewal. Our benefits division has a ***weekly phone call with the Executive Vice President of Florida Blue and FHCP*** to discuss specific clients and solve any problems we may be having.

Ongoing Enrollment Assistance

Our enrollment assistance continues throughout the year, beyond open enrollment. If The City decides to utilize online enrollment, we will assist any new hires or HR in completing enrollment tasks. If The City decides to utilize paper enrollment forms, Brown & Brown will process all enrollments, changes, and terminations on your behalf. You would simply email us the form (securely through our encrypted email service); we would process with the carriers, and then send you confirmation that the change was processed. Or as mentioned previously, we have a whole team who can administer new hire and open enrollment meetings directly with employees, gather forms and process all enrollments. We audit invoices to make sure eligibility and terms are up to date and accurate. ***It is our goal to take as much work off The City's staff as possible.***

Cobra Administration

Brown & Brown will provide The City with COBRA Administration services at no cost through Conexis or Ceridian. We will also process the new hires, terminations, and other qualifying events through the administrator's online portal, on your behalf. As with enrollments, you will simply email us (securely) the employee's information and what type of event occurred. We will then process and send you confirmation for your records.

Billing Assistance

Your Brown & Brown Account Manager will also be The City's resource in handling any billing/invoicing issues that come up. We will assist with auditing and correcting eligibility with the carriers, reconciling invoices, and any other challenge you may face with billing.

Claims Assistance

As previously referenced in this response, Brown & Brown has a substantial book of business with the insurance carriers. Because of this, we are provided with carrier resources and services that are not available to smaller brokers. We have a dedicated service representative at each carrier that we contact to handle claims issues and questions in the quickest manner possible. Rather than calling a 1-800 number and getting a different person every time, ***we have a person specifically dedicated to solving our clients' problems and is accountable for solution delivery times.***

Your dedicated Account Manager at Brown & Brown is here to assist your employees when they feel a claim has processed incorrectly or if they have any other issues accessing care. The employee can either call or email us directly or work through your HR department, depending on your preference. Once contacted, the Account Manager will work with our carrier representative to assist the employee. ***Our goal is to provide solutions within 24 hours.*** If this is not possible, we will communicate with the employee or HR as to what the expected time frame for resolution is.



Quarterly Meetings

Brown & Brown will meet with The City throughout the year to discuss any changes in the benefits world and to discuss any issues you may be facing. These meetings will include Health Care Reform updates, carrier updates, compliance updates, and general meetings to check in.

In addition to the meetings above, we will meet with you quarterly to review claims utilization. Also during these meetings, we will discuss any outstanding claims, review current carrier relationships, and answer any questions from The City.

Board Meetings

As The City's Agent of Record, we commit to being present at all benefits related Board meetings to present and / or answer any questions the Commissioners may have. In addition, we have experience putting together presentations for special board meetings/workshops as appropriate.

Marketing Process

Clear communication of goals, timelines, and deliverables is vital to a smooth renewal process. The renewal process will begin 5 to 7 months prior to renewal with a pre-renewal strategy meeting between the Brown & Brown Account Executive, Senior Account Manager, Director of Risk Management, and the benefits committee at The City. This meeting will establish the parameters and goals for the renewal and if applicable an official RFP process.

Our full service marketing department will approach the renewal / RFP process under the direction of the account executive and in partnership with the service & risk teams based on information evidenced in the pre-renewal strategy meeting. This is the start of a whole process approach from a best-in-class marketing team.

The roles and responsibilities of our marketing team are as follows:

- Maintain Relationships with Carrier Leaders & Executives
- Oversees overall marketing approach & strategy
- Reviews proposals and market analysis in their entirety
- Renewal & Claims Review
- RFP Development & Transmittal
- Comprehensive Market Analysis
- Carrier Negotiation
- Formal Proposal Generation
- Client Census Review
- Network Disruption Analysis
- File Completion Audit

The following chart illustrates the steps and projected timeline of our end to end marketing process for The City, for an effective date of July, 01, 2017.

Please note: timeline may vary based on timeliness of all required documentation and data required for successful renewal marketing.

ACTION	PRODUCTION TIME (Until Effective Date)
Renewal Planning Begins	210 days prior
Renewal Notice Sent to Client	210 days prior
Data Collection – Census, Questionnaires & Current Carrier Invoices Received (Audited by Service & Marketing)	210 days prior
Pre-renewal Strategy Meeting (Insurance Coverage Review Completed)	180 days prior
Review of Claims for groups over 100	180 days prior
RFP sent out to carriers, posted on Demand Star / Onvia when applicable	180 days prior
Generate Draft Proposal with initial carrier proposed rates, coverages, benchmarking, & disruption analysis (medical & rx) as requested	150 days prior
Account Executive & Management Review of draft proposal (systematically checked for accuracy and adherence to overall renewal strategy)	150 days prior
Formal Proposal Completed & Initial Marketing Meeting (Finalists selected if applicable)	145 days prior
Final Negotiations w/ Carriers	120 days prior
Finalist Carrier Meetings as requested	100 days prior
Final Decisions Rendered • Notify carriers of decisions • Order renewal paperwork & materials • Initial sold plan file setup	90 days prior
Open Enrollment • Audit carrier plan documentation received for accuracy in conjunction with sold plans • Benefits-at-a-glance created / Enrollment Handbook • Meetings (face-to-face, telephonic, web-based, etc.) • Enrollment forms collected • ID cards delivered (temp/perm)	75 days prior 60 days prior 60 days prior 60 days prior 30 days prior (temporary)/ by effective date (permanent)
Verification of Enrollment	15 days prior
COBRA rates updated	15 days prior
Paperless file updated,	By effective date
Policy documents delivered	15 days after the effective date

Compliance

Employee Benefits compliance has become one of the most complex challenges facing employers and is where Brown & Brown can add tremendous value. We have found that in the 8 years, with the implementation of the Affordable Care Act specifically, employers are turning to us more than ever to keep them informed and to assist them in complying with **all** DOL requirements.

Brown & Brown has recognized this challenge facing our employer clients, and in turn, has devoted substantial resources into developing solutions for addressing the ACA requirements. We have hired Miller Johnson, a highly-regarded ERISA attorney firm, to be on retainer specifically to provide ***guidance as it is released*** and to answer questions that arise. We have also developed technology to substantially reduce the time and resources associated with the ***ACA reporting requirements***.

Other Compliance

In addition to ACA compliance, Brown & Brown assists our client in complying with the following regulations:

- IRS Section 125
- COBRA
- Annual Medicare Part D Creditable Coverage Notices
- Medicare Part D Annual Disclosure to CMS
- CHIP Notices
- Women's Health & Cancer Rights Notice
- Newborn's and Mother's Health Protection Act
- HIPAA
- HITECH

Technology & Product Support Services

Brown & Brown has partnered with PlanSource to provide our clients with online enrollment and benefits administration as well as a robust Affordable Care Act solution. (Free of charge.) We also have dedicated staff on-site to assist/train The City with implementation and on-going service of our technological resources.

Loss Mitigation Strategies

Brown & Brown utilizes several loss mitigation strategies to assist our clients in reducing their medical claims.

- Plan design structure
 - Modifying medical plans to steer employees toward lower cost facilities, significant claims savings can be achieved
 - Example: Increase ER copay and reduce Urgent Care copay to keep non emergencies out of the emergency room
 - Example: Make outpatient surgery at a surgical center a lesser copay than outpatient surgery in a hospital



- Employee education
 - We have found that when you teach employees ways to save money, they tend to remember
 - Example: Publix offers FREE antibiotics, Walmart & Target offer \$4 generics

Wellness Programs

- Wellness begins with making employees aware of where they currently stand in regards to their health status and then providing tools for improving or maintaining that status
- Depending on The City's preference, we can utilize the medical carrier's standard wellness programs or help you build your own
- We have been very successful in the past with negotiating wellness funds from the medical carrier to pay for wellness screenings and other wellness program activities
- We are also experienced in managing public bids for clinic services
- We provided a Certified Wellness Counselor tasked with:
 - Encouraging employees to adopt habits that will lead to higher qualities of life
 - Planning & Coordinating healthy lifestyle vendors for wellness fairs and other related events
 - Implementing wellness initiatives and group specific contest (e.g. biggest loser weight loss competition, participation in health risk assessments and scheduling preventive checkups at your primary care providers

HR Workplace Services

Brown & Brown offers your HR team an additional resource in HR Workplace Services, which provides resources for day-to-day issue resolution and long-term strategic planning. A list of standard services HR Workplace Services provides includes, but is not limited to:

- | | | |
|--|-------------------------------------|-----------------------------|
| • Unlimited Telephone and Email Assistance | • Monthly HR Clinic Advisor Updates | • Legislative Updates |
| • Healthcare Reform | • Handbook Reviews | • Statutory Compliance |
| • Wage & Hour / Equal Pay | • Policy & Procedure Review | • HIPAA, ERISA Compliance |
| • Performance Management | • Harassment and Discrimination | • EEO / ADA / FMLA Guidance |

The City will also have access to HR Workplace Services' & Brown & Brown's partnership pricing on additional services offered on a fee-for-service basis, including, but not limited to:

Additional Consulting

- Compensation Studies
- Affirmative Action Plans
- Investigations
- Job Descriptions
- Surveys

Proprietary IRS ACA Reporting Solution Employee Handbook Creation or Re-Construction

M&A Business Culture Integration/Efficiency Optimization



HIPAA

- Manuals
- Training
- Privacy and Security Officer Certification

ERISA

- Comprehensive Compliance Packages
- Summary Plan Description Wrap Documents
- 5500 Preparation
- Non-Discrimination Testing
- SMM's
- SAR Notices

Training & Development

- In-Person, Live-facilitated or Web-Based
- 3500 course *customizable* catalogue
 - Over 270 hours of HRCI Credit

Native American Services

- Essential Government Function & Commercial

**International Business Establishment and
Advisory Services – Southeast Asia**

2. How much of a burden will be lifted off of The City when it comes to organizing and planning events such as Open Enrollment and Wellness Fairs (Estimated City Time versus Broker Time)?

The breadth of our open enrollment services and responsibilities pertaining to wellness fairs (and their level of complexity) is always specific to what our groups want and need. Brown & Brown, and more specifically, the Daytona Beach office, employs implementation specialists purposed to provide best-in-class implementation processes. These team members are never leased and do not work on a commission basis (i.e. we never push products on employees). Since open enrollment is truly the highest touch point of service and educational opportunity, we will schedule as many meetings as The City prefers.

Meetings can be conducted on a group or individual basis, including face-to-face, webinar, or telephonically to ensure our team can engage your entire workforce. Your dedicated service team will also be available to provide additional assistance pertaining to open enrollment remotely or in person. Further, insurance carrier representatives may also be present at open enrollment meetings, in instances when provider is new to the group and/or offering a new product / line of coverage. We can arrange to have a dedicated email set up for The City of Port Orange's employees to send us questions throughout the open enrollment process and receive immediate responses. To note, we also conduct new hire meetings on a monthly or quarterly basis to engage and appropriately educate City employees on the entire suite of benefits offered to them. Please refer to the sample chart below regarding Open Enrollment responsibilities (note: responsibilities may vary or are shared in some instances).

Event / Task	Client	Brown & Brown	Carrier / Vendor
Open Enrollment			
Coordination of Date & Time	✓	✓	✓
Secure Room for Open Enrollment Meeting	✓		
Pre-Open Enrollment Communication - Materials		✓	
Pre-Open Enrollment Communication – Delivery of Communication Material (bulletin, email, etc.)	✓		
Enrollment Materials – Generation		✓	✓
Enrollment Materials – Printing		✓	✓
Enrollment Materials – Secure Carrier Merchandise for Employees		✓	✓
Post-Open Enrollment Census Populated, Audited, Transmitted –based on individual open enrollment forms or data dump from online vendor)		✓	

Wellness Fairs should always be shaped per the client's vision and goals. Due to the uniqueness of each client and workforce, our role varies considerably per each Wellness fair (responsibility ranges from 25%-75%). We have excellent relationships with local carriers, restaurants, & vendors allowing us to procure vendors on The City's behalf that are both relevant to the predefined goals of the fair and The City's overall wellness program, and are also engaging & fun. Please refer to the chart below regarding Open Enrollment and Wellness Fair responsibilities keeping in mind that we approach each Wellness Fair as a unique experience shaped for your workforce in mind.

Event / Task	Client	Brown & Brown	Carrier / Vendor
Wellness Fair			
Establish Goals, Initiatives, Expectations	✓	✓	✓
Coordination of Date & Time	✓	✓	✓
Secure Venue/Room for Wellness Fair	✓		
Secure Carriers, Restaurants, and Vendors	✓	✓	
Solicitation of Prizes for employees (e.g. gift cards)	✓	✓	
Wellness Fair Communication – Materials	✓	✓	
Wellness Fair Communication – Delivery of Communication Material (bulletin, email, etc.)	✓		
Fair Set-up & Break Down	✓	✓	✓

3. How much does your firm consider ease of administration when analyzing recommendations for vendors? Will your firm disclose these concerns with The City regarding a potential vendor?

The administrative processes and procedures for relating to new carriers and vendors is a topic that Brown & Brown is well versed in consulting on. All carriers and vendors have different processes & requirements relating to applications and various agreements, it's wholly our responsibility to disclose the ease or difficulty attached to any given carrier relationship. This is why we do extensive analysis on any changes being considered and disclose any possible challenges. It is our job to always consider our client's best interest and there are many instances, where we disclose that making a change is not going to be favorable. The majority of our local public sector clients have medical plans through FHCP and have for years. These clients have been very happy with the services and products that FHCP has provided over the years, therefore, we feel it is our responsibility to work very closely with FHCP to manage costs for our clients and help FHCP create enhancements to their programs and services to better serve our mutual clients. We have helped FHCP evolve their workforce wellness program offerings, reduce medication costs, and develop new plan designs through the feedback from our clients.

It is important to note that Brown & Brown's market clout procures our client's access to each carrier their top tier account executives, account managers, and implementation teams to insure the best customer experience. While we can write, and are licensed to write insurance with any carrier, we have carriers that are preferred for a reason, and to remain on our preferred carrier list, we maintain stringent guidelines at the corporate level to assure our clients are insured by carriers with excellent financial ratings and great products for the price.

4. Provide any other aspects relating to how your firm will assist The City's Human Resources team in being the most successful and efficient department possible.

To be able provide our world class brokerage services to The City is a means to improve departmental efficiency and overall ease of administration. The benefits world is always changing and it is our duty to keep your Human Resource staff informed and cultured on all new regulation and products entering the marketplace. We go back to our core principal of providing best-in-class service and expertise for the price of our services by producing timely solutions and products to control The City's cost, and secondly to retain and grow your workforce in health, happiness, financial well-being, and size. We expect that our industry peers can provide great solutions as well, but departmental efficiency starts and ends with the appropriate access to your broker and their capabilities, and our proximity and solutions are truly a step above as they pertain to The City of Port Orange.

Acknowledgement of Scope of Service Request

Meet with staff as necessary to discuss benefit plan options and establish goals and objectives for The City of Port Orange's Benefits program;

Brown & Brown believes a short and long-term strategy is critical to the success of The City's benefits program. We proactively review and revise our strategies in anticipation of any upcoming legislation changes or implementation, plan design changes and evolving needs of The City and its employees.

Brown & Brown will proactively schedule an in-person meeting at the beginning of each year to review with The City any of the previously stated items, as well as to cover such topics as:

- Confirm timeline for deliverables
- Establish goals for the upcoming year
- Review benchmarking analysis of local public sector groups
- Discuss updates to market climate (i.e. new vendors, products, trends)
- Discuss updates and new developments with current carriers
- Review any upcoming regulations under PPACA or State specific legislation
- Share new service tools/resources/markets available to The City

Another consideration for a long-term plan is wellness. We will work with The City of Port Orange to customize a health and wellness program that best meets the needs of your group. Brown & Brown will meet with both The City of Port Orange staff, as well as the medical carriers to begin designing and implementing a wellness program. The basic components of the program would include: biometric screening events, health assessments, targeted lunch and learns with topics related to physical, mental and financial wellbeing, wellness committee meetings, monthly wellness newsletters and contests. In successful wellness programs, you will also see a healthier, motivated and more productive work force. We have been very successful in either negotiating wellness funds for our clients directly from the insurance carriers, or designing free customized programs for our clients with some carrier partners.

Provide analysis of renewal of current plan, reviewing past performance;

Brown & Brown will provide The City with a written summary of our observations/recommendations and incorporate all significant elements that influence our recommendations. As The City's trusted advisor and consultant, we ensure our analysis is thorough and includes thoughtful consideration to all elements – Market/industry trends, competitive marketing analysis, employee survey feedback, Health Reform, plan utilization, budget, experience with incumbent carriers, changes to demographics, benchmarking, overall knowledge of your account and business, among other factors. Our vast knowledge and experience aids us in determining the best course of action for The City during each renewal.

In addition Brown & Brown has a risk management team who we use for forecast models. This team has been thoroughly trained in how to examine renewal work up summaries from the insurance carriers.

They examine these documents to determine whether the suggested rate adjustment is justified. We understand each step of the workup and can pinpoint where there is room for negotiation.

An example of a Renewal Workup is illustrated below:

Renewal Workup		B&B Adjusted Renewal Workup	
Incurred Claims	6,455,933.00	Incurred Claims	6,455,933.00
Less Claims over \$150K	367,677.00	Less Claims over \$150K	367,677.00
Nonpooled Claims	6,088,256.00	Nonpooled Claims	6,088,256.00
Adjusted Incurred Claims	6,088,256.00	Adjusted Incurred Claims	6,088,256.00
*21.6% trend	7,403,441.06	*16% trend	7,062,376.96
+ Pooling Charge	362,767.00	+ Pooling Charge	362,767.00
= Trended and Pooled Claims	7,766,208.06	= Trended and Pooled Claims	7,425,143.96
+ compliance charge	77,662.00	+ compliance charge	77,662.00
= Expected Claims	7,843,870.06	= Expected Claims	7,502,805.96
* Change in contract size	0.9725	* Change in contract size	0.9725
= Claims @ current contracts	7,298,163.66	= Claims @ current contracts	7,296,478.80
+ Retention @ 17%	1,096,377.82	+ Retention @ 15%	1,094,471.82
Requried Annual Premium	8,394,541.48	Requried Annual Premium	8,390,950.62
Total Current Annual Premium	8,706,702.00	Total Current Annual Premium	8,706,702.00
Requried Annual Premium	8,924,951.45	Requried Annual Premium	8,390,950.62
Required Rate Action	218,249.45	Required Rate Action	(315,751.38)
	0.0251		-0.0363
	2.51% Increase		3.63% Decrease

Research, design, and propose employee benefit plans for The City of Port Orange, as appropriate, using current City of Port Orange medical and dental benefit plans as benchmarks;

The Brown & Brown benefits department works with thousands of clients, both private and public, nationally. We have implemented an array of benefit designs, of which we can report performance and long term success to The City of Port Orange. We are constantly meeting with new and current carriers to learn about latest trends in plan design, funding options, networks, etc. so we can share this information throughout the year with The City. We like to share “out of the box” ideas with our clients, through our research. In addition, we often develop and file new plan designs with our carrier partners and make adjustments as we see fit, through our the analysis our Risk Managers provide.

Review additional available cost savings plan alternatives and creative funding options;

Brown & Brown is committed to evaluating and presenting any cost-saving and funding options that may emerge in the marketplace. Through our knowledge and expertise, we can assist our clients in determining which carriers and programs represent the most feasible options for The City of Port Orange. Many of our public entity clients have successfully realized cost savings by using creative funding options such as Self-Funding, as well as accessing exclusive markets such as the Florida Local Government Health Insurance Consortium (FLGHIC). By educating The City on all their options, we can better assist management in making the most informed decisions on whether development and implementation of any new plan or funding options are in the best interest of The City and its employees.

Provide The City of Port Orange with information on what other municipalities of comparable size and location will be doing with their benefits in the upcoming plan year;

Since Brown & Brown works with **14 of the 16 municipalities in Volusia County**, and represents over 300 cities, counties and school districts, we have the opportunity to leverage extremely accurate and current benchmarking information to compare The City's coverage with the other public entities in the local area. As we are involved in these entities negotiations year-round, we have this information readily available to share with The City on a regular basis. We also have the capability of providing benchmarking reports including private companies and public entities within the state and nationally. Brandon Savage includes benchmarking analysis in his quarterly reporting package.

Upon request, assist in coordinating a comprehensive "Request for Proposal" (RFP) to identify potential high quality benefits vendors, per established City of Port Orange guidelines; the scope of this RFP may include, but is not limited to: Medical, Dental, Vision, Basic Life, Voluntary Life, Accidental Death and Dismemberment, Short Term and Long Term Disability insurance providers;

Brown & Brown will consult with The City of Port Orange through all phases of a formal Request for Proposal (RFP) process. There are many factors to be considered when evaluating a proposal, including, but not limited to, overall cost, network of providers, compliance with RFP, plan design, and recommendations in regards to the needs and objectives of The City. Preparation and education are key components that will conclude with a successful outcome. Once the scope of the RFP has been decided, Brown & Brown will release and manage the RFP process. When the RFP deadline passes, we will review all bids and present our findings to The City for their review and approval. Should an Insurance Committee be appointed, they will be included in the review process as well. Following the approval, a member of our dedicated Employee Benefits Marketing Team, who are highly trained regarding compliance of Florida State Statute 112.08, will assist in the negotiations to ensure the best possible pricing for The City. Upon completion of the marketing process, we will provide recommendations to The City for review and discussion.

Act as negotiator and consultant to The City of Port Orange during benefit contract negotiations and renewals;

Brown & Brown will negotiate rates and contracts as often as necessary. Due to our firm's premium volume and status with the carriers, we are able to obtain the most comprehensive coverage at the most competitive rates.

Prepare and present a written analytical report of the proposals received including recommendation(s) and supporting documentation for recommendations;

Brown & Brown has the capacity to analyze and present reports pertaining to an applicable RFP, evaluation of renewals and make recommendations. We have an underwriter on staff as well as a risk analyst who will complete quarterly executive summaries. In addition to the written reports, our firm can provide documentation to support our recommendations, in the form of PowerPoint presentations, spreadsheets, booklets, or any necessary documentation or illustrations.

As edited and approved by The City of Port Orange's Benefit Administrator, coordinate the design, printing and production of a comprehensive Employee Benefits Handbook to be distributed to each benefit eligible employee on an annual basis;

Brown & Brown's account management team always takes the lead on the designing and printing of the Employee Benefits Handbooks. After final decisions are made, the Senior Account Manager and team will meet with The City's HR department with our ideas and samples for the handbooks and incorporate any additional content that The City wishes to include. Our team will present The City's HR Team with a final copy for approval before we begin printing. We make sure The City will have these handbooks and any additional employee communications printed and assembled prior to employee meetings.

Assist with the planning and implementation of selected changes including transition from the current to new vendors, the renewal proposal, and other benefits changes;

The Brown & Brown team has several years of experience in helping our clients make changes to their benefits program and transitioning to new vendors. We do a thorough job making sure if a vendor change occurs, the new contract is audited to make sure it is inclusive of all changes agreed upon during the negotiation process. Our team will produce educational materials for the employees, to help them understand what changes are occurring and will be available for employee's questions throughout the process. Our account management team will handle the enrollment transition to the new vendor and audit invoices after the effective date to ensure accuracy of data to the new vendor.

Assist with annual open enrollment including coordinating multiple employee meetings at various locations;

Brown & Brown will work with The City's HR staff to coordinate and attend open enrollment meetings at all locations to ensure the employees understand their options and the value of their benefits. And, as previously mentioned, we will be onsite to aid with online registration during the open enrollment period, as well as for any new hires or changes during the plan year. We currently enlist the expertise of our preferred vendor, PlanSource, to administer the online enrollment platform. PlanSource is not a



proprietary Benefits Administration system to Brown & Brown, so The City of Port Orange's data will remain their own. However, Brown & Brown is able to implement any technology that The City prefers for benefit administration.

Advise and assist The City of Port Orange Benefits Administrator with the review of contracts, plan documents, insurance policies and other documents for applicability, accuracy, consistency, and legal compliance; and

Assist The City of Port Orange with the development of performance guarantees relating to vendors' performance of services to The City of Port Orange, and evaluation of the performance of vendors.

It is part of your dedicated Account Manager's responsibility to review all contracts, plan documents, insurance policies and any other relevant documents for applicability, accuracy, consistency and legal compliance.

As part of our negotiations and to ensure a smooth renewal, Brown & Brown will collaborate with The City to develop vendor Performance Guarantees. We have several years of experience with negotiating performance guarantees with insurance vendors. We ensure these guarantees are well defined, documented and monitored throughout the year.

Some areas of focus include:

- Open enrollment meetings
- Correct eligibility loaded in the carrier system
- Timely receipt of ID cards to the employees
- Ongoing quality customer service and timely responses
- Claims/billing timeliness
- Network availability

Evaluation of the established standards will be discussed at our ongoing regular meetings with The City to ensure all vendors are meeting the service expectations of The City.

On-going services for health and dental insurances:

Provide dedicated personnel as the primary contact for managing the account relationship with The City of Port Orange (specify names and areas of responsibility for each person);

Steve Farmer, Executive Vice President

Phone: (386) 239-7233, **Fax:** (386) 239-4049, **Email:** SFarmer@bbdaytona.cm

Mr. Steve Farmer is responsible for Brown & Brown's Daytona Beach office including sales, service, and operations. Steve has over 20 years of insurance industry experience with Brown & Brown and has worked with many of Florida's public entities. Steve will serve as a resource in expediting the resolution of any critical matters with top management at the insurance companies for The City of Port Orange staff and employees.



Julie Freidus, GBDS, Senior Vice President & Benefits Leader

Phone: (386) 239-8820, **Fax:** (386) 323-9166, **Email:** JFreidus@bbdaytona.com

Ms. Julie Freidus manages the public sector division within the benefits department of the Brown & Brown Daytona Beach office. Julie will ensure that the Daytona Beach Benefits Department continues to analyze The City of Port Orange's needs and she will empower our team with any resources necessary to exceed The City's needs and expectations.

Jessica Scott, Vice President

Phone: (386) 239-5791, **Email:** JScott@bbdaytona.com

Ms. Jessica Scott will serve as the primary contact for The City of Port Orange and work together with the assigned team at Brown & Brown to ensure The City's needs are being met on a daily basis.

Areas of responsibility include:

- Benefit Program Design, Implementation and Management
- Employee Benefits Compliance
- Union Negotiations
- Wellness Program Development and Management
- Carrier Negotiations and Relations on behalf of The City (RFP Process Management)
- Resolving escalated service/claims issues
- Long term strategy planning
- Contract Review and Analysis
- Presentations to Boards, Commissions, and Councils
- On-going claims analysis and reporting

Brenda Thurston, AIAM, Marketing Manager

Phone: (386) 239-7230, **Fax:** (386) 323-9163, **Email:** BThurston@bbdaytona.com

Ms. Brenda Thurston will be responsible for the renewal marketing process and will be available to The City all year to propose new market options as they become available.

Areas of responsibility include:

- Insurance Bid Processes
- RFP Specifications
- Review of Medical, Dental, Vision, Life, Disability, and Voluntary Products
- Proposing Fully Insured Plans, Partially Self-Funded Plans, and Self-Funded Plans
- Carrier Negotiations
- New carrier relationship development



Brandon Savage, Director of Risk Management

Phone: (386) 239-7241, **Email:** BSavage@bbdaytona.com

Mr. Brandon Savage is responsible for all analysis and projections for The City of Port Orange. He will analyze the structure and costs of the existing program and make recommendations for changes in design where needed. He will also provide quarterly claims projections, total costs projections, and develop customized ad hoc reports with the insurance carriers to facilitate The City of Port Orange with plan decisions throughout the year.

Clare Sapp, GBA, Service Leader & Senior Account Manager

Phone: (386) 239-7231, **Fax:** (386) 323-9129, **Email:** CSapp@bbdaytona.com

Ms. Clare Sapp will oversee the team servicing The City of Port Orange's and will be available to The City on a daily basis for questions, issues and concerns.

Areas of responsibility include:

- Employee benefit compliance
 - Providing guidance on employee benefit legislation, regulation and procedures to ensure compliance
- Patient Protection & Affordable Care Act Guidance
- Claims advocacy & assistance
 - Assisting employees in settling claims disputes and/or grievances
 - Assisting employees with care coordination, prior authorization approval, verifying benefits with provider and accessing specialized provider services
- Enrollment & eligibility
 - Assisting with the processing of enrollments, terminations, changes & COBRA notifications as needed
 - Assisting with benefit orientation meetings, annual open enrollment meetings and benefit fairs
- Ensuring timely issuance of any new or amended policies from carriers
- Maintaining and providing benefit summaries on all lines of coverage
- Drafting employee communication materials as needed
- Expediting employer resolution of contractual, coverage, eligibility and billing disputes
- Providing expert information regarding benefits issues
- Development of benefit surveys
- Administering any special projects, as it relates to insurance

Todd Gariepy, Director of Technology Solutions

Phone: (386) 239-8858, **Email:** TGariepy@bbdaytona.com

Mr. Todd Gariepy will be responsible for proper education and onboarding for any technology services and vendors elected by The City, including but not limited to: benefits administration platforms, PPACA reporting vendors, employee decision making tools, and data analysis software. Todd will spend as much time as needed on The City's collective technology suite most notably through the setup/implementation of any technology service.

Laura Francioso, Certified Wellness Counselor

Phone: (386) 239-5750, **Email:** LFrancioso@bbdaytona.com

Ms. Laura Francioso will assist The City with all wellness program design, monitoring, and communication. She will coordinate all wellness program initiatives and direct the assigned service team accordingly to ensure wellness challenges, goals, and expectations are engaging, relevant, and beneficial to The City's workforce. Laura is a Certified Wellness Counselor (CWC) and holds a Florida Life & Health (2-15) License. She is an alumnus of Kent State University where she earned a B.S. in Health Administration & an MBA from Capella University in Business Administration. Laura has over 20 years of insurance experience.

Paul Morton, Implementation Specialist

Phone: (386) 239-4068, **Email:** PMorton@bbdaytona.com

Mr. Paul Morton will be The City's dedicated implementation specialist. Paul's responsibilities will focus in and around the time of open enrollment, but will also engage new employees per the direction of The City on a monthly or quarterly basis. Paul has an excellent understanding of all lines of coverage that we offer and has worked with all carriers through new business and renewals. Paul has over 10 years of customer service experience and is well versed in handling an array of questions, comments, and concerns from employees and will host as many meetings as The City requires during open enrollment. Paul holds a Florida Life & Health (2-15) License and earned a B.A. in Business Administration from the University of Central Florida and an A.A. from the University of Florida.

Monitor the programs' operations throughout the year to ensure that benefit providers are meeting all customer service requirements and standards;

Brown & Brown takes a very "hands-on" proactive approach to our service objectives. Our service team specializes in personally assisting with claims assistance, claims tracking and management on behalf our clients' employees. We will work as a liaison between The City and the insurance carriers to expedite claims assistance and resolution.

Brown & Brown is committed to establishing and maintaining regular communication with The City through meetings with staff. Through our experience, we know this is a critical component that supports a successful working relationship and distinguishes Brown & Brown from the competition. These



interactions are crucial in obtaining a thorough understanding our clients' ongoing and ever-changing needs, goals and objectives. Brown & Brown is committed to be available for any meetings with the staff, special projects or Council meetings as requested.

We pride ourselves on exceptional customer service. We will serve as an extension of The City of Port Orange's HR Team and work extremely hard to provide a resolution for any issues or concerns within a 24-hour period. When this time frame cannot be achieved, we will call The City and communicate the reason we are unable to resolve the issue and include an expected time frame as to when the issue will be resolved. Having a dedicated Public Entity Division typically allows us to respond more quickly than other agents due to the frequency in our service tasks. Also, due to Brown & Brown's status with the insurance companies, we have a dedicated contact in each carrier's home office to assist us with resolution of any issues or concerns in a timely and efficient manner.

Our dedicated account executives and account management team has the capabilities, education and training to meet and exceed the expectations outlined in your Request for Proposal. Our response includes, but is not limited to the following services:

- Research and respond to technical questions
- Annual analysis on plan designs of ancillary insurance programs
- Monthly claims reporting
- Employee and employer contributions
- Conduct and attend annual open enrollment meetings and Wellness Fairs
- Legislative Compliance & Updates including Health Care Reform (PPACA)
- Continuous plan analysis
- Assist in development and review of Request for Proposal (RFP) process
- Provide guidance and assistance with PPACA, HIPAA/HITECH, FMLA, etc. reporting and employee notification
- Billing reconciliation and audits
- Enrollment meeting support
- Act as a liaison with employees and insurers to resolve any issues, claim settlement

Provide ongoing administrative support, as requested, by acting as a liaison between The City of Port Orange and providers to assist promptly with resolving claim disputes, contract administration and interpretations, and other issues;

Brown & Brown will service day-to-day administration issues including providing assistance in the daily administration of programs, resolution of vendor and carrier service issues, and addresses questions and concerns raised by The City's employees and management. We will provide a dedicated, qualified contact person for The City to contact directly to assist with claim issues and other related questions. Brown & Brown will act as a liaison between The City and the insurance companies to ensure claims are paid correctly, billing issues are resolved properly and contracts are correct and compliant.

Provide health advocacy services directly to plan members including, but not limited to, reviewing hospital and doctor bills, and Explanation of Benefits for claims accuracy, developing claims appeals, researching and resolving pharmacy delays or denials, assisting with member eligibility, explaining available benefits and services, and providing periodic on-site visits to provide said services;

Brown & Brown provides a dedicated account management team to help The City and its employees navigate through any claim or billing issues or questions, eligibility questions, explanation of benefits and services and benefit reviews when needed. We advocate for our clients on every issue to ensure accurate and timely resolution and escalating any unresolved issues. Brown & Brown has the convenience of being located in the local area and therefore, our dedicated account manager will be available to assist with any issues onsite when necessary.

Meet with City of Port Orange staff throughout the year at least quarterly but as often as reasonably necessary;

Brown & Brown will meet with The City of Port Orange throughout the year (as often as needed) to discuss any changes in the employee benefits industry and to discuss any issues The City may be facing. These meetings will include the previous month or quarter's claims experience, updates in regards to carriers, Health Care Reform, compliance, or claims, as well as any issues or concerns The City or City employees may be experiencing.

In addition to the meetings above, we will meet with you quarterly to review claims utilization. Also during these meetings, we will discuss any outstanding claims, review current carrier relationships, and answer any questions from The City.

Brown & Brown will also commit to being present at all benefits related Commission meetings to present and/or answer any questions the Commissioners may have.

Prepare and deliver any necessary reports to The City of Port Orange Benefits Administrator, including, but not limited to reports showing claims experience at intervals acceptable to The City of Port Orange;

We receive monthly, quarterly, semi-annual and annual claims reporting from your insurance carrier, and then we apply the information from the carriers into our comprehensive reporting programs to provide our clients with the following reports:

Renewal Analysis Report – shows you're pooling level and amount of claims over that level. If no claims are over this level we need to look at lowering your pooling level to help offset any renewal increase.

Premium vs Claims Expense Reports (Monthly/Quarterly)

- Premiums paid in / Claims paid out
- Claims ratio

Financial Impact of Various Retention Levels Reporting

- Deductible Report
- Maximum Out-of-Pocket Report



- Co-pay Report

Large Claim Report

- Show claimants over a specified amount (\$25,000 or \$50,000)
- Shows claimant's diagnosis

Pharmacy Report

- Prescription claim usage by tier
- Pharmacy vendor savings
- Prescription claims processed for retail
- Prescription claims processed for mail order

Benchmarking Report

- Public Entity and Private Sector Data including:
 - Plan Designs
 - Employer and Employee Contributions
 - Premiums
 - Size/Location
 - Claims history
 - Renewal history

Health & Wellness

- Employee Survey Results
- Participation Tracking Summary
- Health Clinic Cost vs. Utilization
- Wellness Tracking & ROI Reporting

We find analyzing and reviewing data with our clients is the best way to determine trends and offer insight into making both long term and short term recommendations. Because of this, we are always working with the insurance carriers to create new reports for us and not rely on limited standard reports the insurance carriers typically offer.

Provide advice and assistance in the review of employee health and medical benefits program on a continuing basis to ensure that those plans follow state/federal requirements and their adequacy of benefits with respect to other plans;

Brown & Brown will monitor and review The City's benefits program on an ongoing basis throughout the plan year to ensure it is compliant and adequately meeting the needs of The City and its employees. We will address any potential concerns that we identify as well as review any issues that may have occurred, discuss any concerns brought forward by The City, its employees or retirees and further discuss any necessary topics necessary in regards to the plan, Other Postemployment Benefits (OPEB), compliance requirements, etc.



Provided by Brown&Brown of Florida, Inc.

Employee Benefit Plan Limits for 2017

Many employee benefits are subject to **annual dollar limits** that are periodically updated for inflation by the Internal Revenue Service (IRS). The following commonly offered employee benefits are subject to inflation-adjusted dollar limits:

- High deductible health plans (HDHPs) and health savings accounts (HSAs);
- Health flexible spending accounts (FSAs);
- 401(k) plans; and
- Transportation fringe benefit plans.

The IRS typically announces the dollar limits that will apply for the next calendar year well in advance of the beginning of that year. This gives employers time to update their plan designs and make sure that their plan administration will be consistent with the new limits.

This Compliance Overview includes a chart of the inflation-adjusted limits for 2017. Although the majority of the dollar limits for 2016 will remain

HIGHLIGHTS

INCREASED LIMITS

- HSA contribution limit for individuals with self-only HDHP coverage
- Out-of-pocket maximum for essential health benefits (non-grandfathered plans)
- Health FSA limit for employee pre-tax contributions

UNCHANGED LIMITS

- HDHP minimum deductibles and maximum out-of-pocket limits
- Monthly limits for transportation fringe benefit plans

Each year prior to the renewal process, Brown & Brown will organize an employee survey to assess how the employees feel about their benefits and what they would like to see differently in the coming plan year. Once the survey is complete, we will communicate the results to The City and be able to effectively make recommendations based on the results.

Brown & Brown takes a very proactive approach in order to stay up-to-date on all legislation, state and federal and current events as they develop. We provide continuous advice, compliance solutions, including webinars and newsletters to ensure adequate preparation for any upcoming changes that may be required in association with benefit programs, new legislation or Health Care Reform. An example of a monthly update from our third party legal counsel, Miller Johnson, is illustrated above.

Track, monitor and provide information or changes on any pending or new legislation whether state or Federal, including the Affordable Care Act, to The City of Port Orange, as well as any employee benefit and funding trends that may affect the benefits program, as well as HIPAA, COBRA, PPACA, etc.;

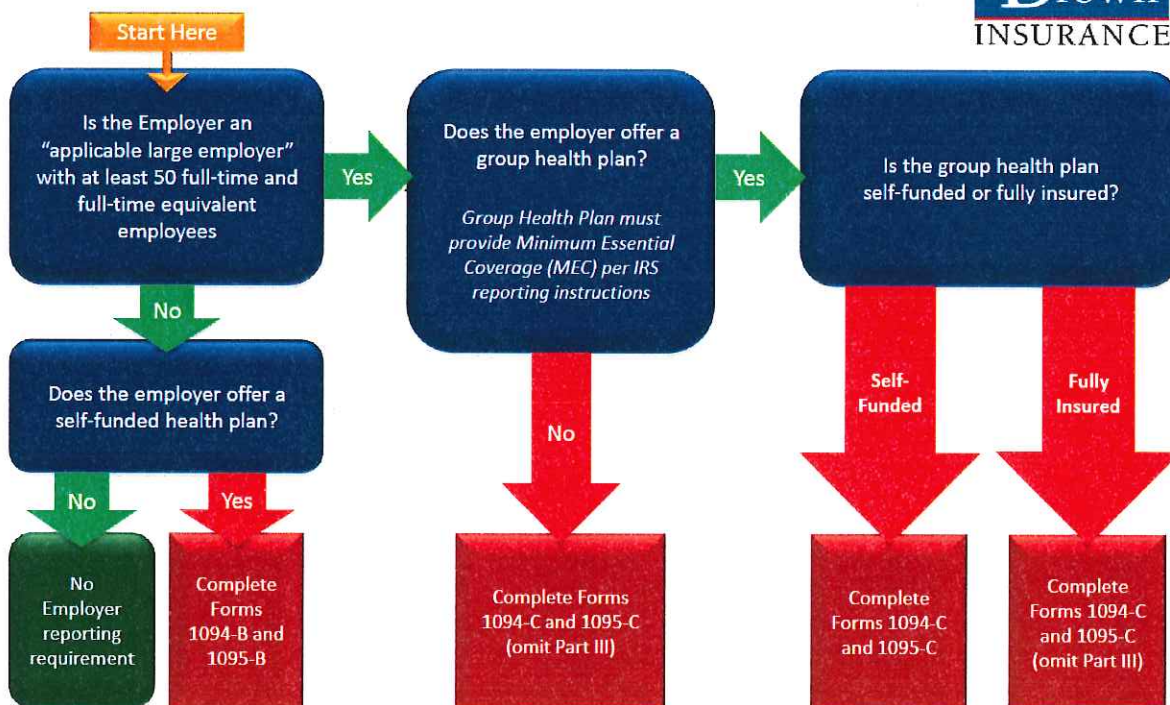
Brown & Brown's top priority is to ensure The City and its employees are well-informed. To do so, we have both internal and external legal counsel to keep us at the forefront of any changes in both state and federal legislation. Our internal legal counsel is used to advise for most matters as they are also insurance experts. However, we have contracted with a third party legal firm that specializes in HIPAA/HITECH compliance and ERISA for consulting on Healthcare Reform. Brown & Brown has implemented an ACA Hotline for our local Volusia County clients to use for any general or reporting questions. To keep our clients educated, we communicate updates through newsletters and emails explaining the impact of all state and federal regulatory changes, as well as regular onsite meetings to ensure all information is communicated effectively.

Brown & Brown will advise and assist on all tracking and monitoring of the many employer mandates and financial responsibilities that are reviewed, including:

- *Play or Pay Penalties*
- *Individual Mandate Reporting*
- *Compliance with Florida Statute 112.08*
- *Cadillac Tax (delayed until 2020)*
- *6055/6056 Tracking and Reporting*
- *W-2 Reporting*

Sample Brown & Browns flow chart on IRS Code 6055 / 6056 reporting

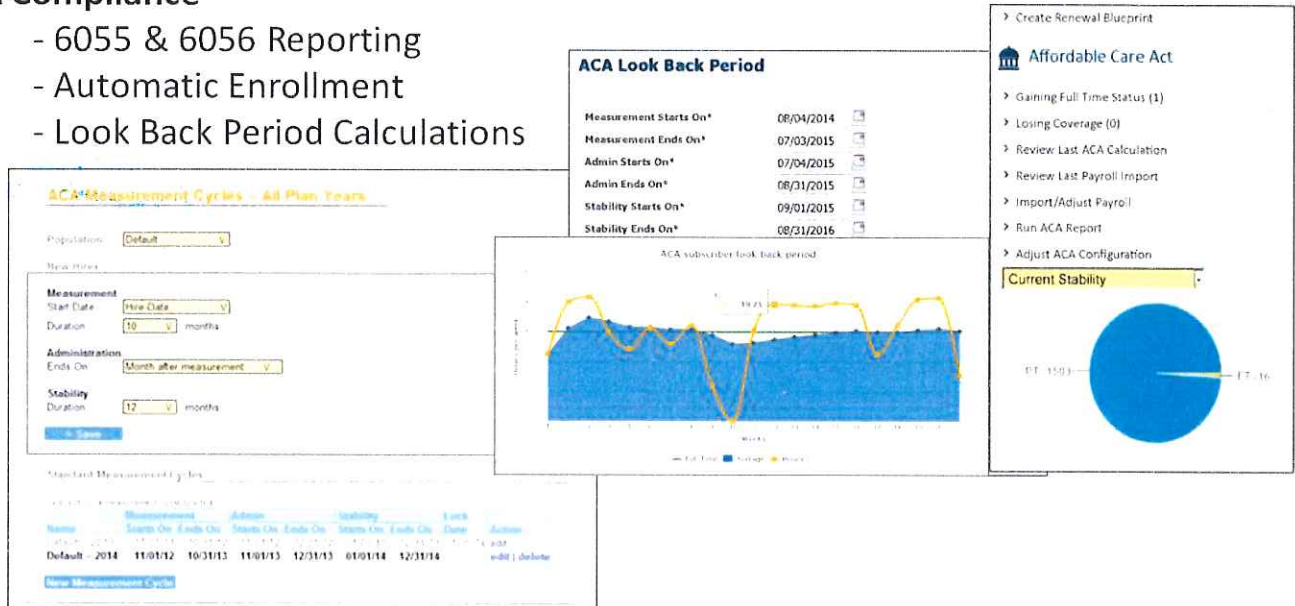
Employer Reporting IRS Code 6055/6056



Sample 6055/6056 reporting and tracking example from our preferred vendor, PlanSource.

ACA Compliance

- 6055 & 6056 Reporting
- Automatic Enrollment
- Look Back Period Calculations



Ensure personnel availability for meetings, phone calls, and e-mail correspondence as required;

We are available for in-person meetings, by phone, and email at all times. It is our goal to resolve all issues within a 24 hour time period. If we cannot meet that deadline, we commit to calling The City's staff with an update as to why we are not able to resolve the issue, and include an expected time frame as to when the issue will be resolved. There will be a dedicated Account Executive, Account Manager and Support Team. We have an entire team of Account Managers as back-up in the event that the dedicated Account Manager is out of the office for any reason.

Maintain the confidentiality of The City of Port Orange records and data where applicable under federal and state laws; and

Brown & Brown adheres to all required and necessary measures to ensure the confidentiality of all client records and data. We will require a Business Associate Agreement with The City, as well as with subcontracted vendors with access to these records, outlining these obligations. Signatures by representatives of Brown & Brown and The City of Port Orange will signify agreement and understanding of such standards. Brown & Brown also has the appropriate systems and programs to securely maintain The City of Port Orange's files and we confirm that our systems are all HIPAA/HITECH compliant.

Perform other related services and provide other related products on an "as needed basis"

Brown & Brown is available to assist The City of Port Orange as described in the Scope of Services, as well as, on an as needed basis.

TAB H: PROPOSED FEE



- Provide a fee proposal for completing all work outlined in "Section 3 – Scope of Services". See page 69 of "Section 9 – Required Forms" for the Cost/Fee Proposal Form to be used for this section.
- Fee proposals are to be stated an annual lump sum total.

RFP 17-16 INSURANCE BROKERAGE SERVICES COST/FEE PROPOSAL

(Complete, sign and date, and insert this document under Tab H in proposal)

Proposal Submitted by Brown & Brown of Florida, Inc.
(Name of Company/Entity)

INSURANCE BROKERAGE SERVICES COST/FEE PROPOSAL	
ANNUAL LUMP SUM DOLLAR AMOUNT FOR PROVISION OF SERVICES OUTLINED IN SECTION 3 – SCOPE OF SERVICES FOR RFP 17-16 INSURANCE BROKERAGE SERVICES	\$ <u>58,500.00</u>

Authorized Signature: 

Printed Name of Authorized Signer: Steve Farmer

E-Mail of Authorized Contact: SFarmer@bbdaytona.com

Standard Fee Schedule

Proposed Fee **\$58,500**

Proposed Fee Includes:

- All services as outlined in the section titled “Scope of Services” on pages 12-13 of The City’s RFP # 17-16 Insurance Brokerage Services document
- Brown & Brown Core Services
 - Administration, design, implementation of Employee Benefits Plan per the direction of The City’s lead strategist, Jessica Scott, Vice President
 - Account Management Services lead by Clare Sapp, Service Leader & Senior Account Manager
 - Risk Management Analysis (year round)
 - Marketing Department Services (year round)
 - Implementation Team Services (open enrollment / year round as requested)
 - Actuarial Services (self-funded arrangements)
 - PPACA, HIPAA, HITECH, COBRA, GASB, and DOL regulation compliance (Miller Johnson)
- Brown & Brown Value-Added Services

○ Benefit Administration Platform - PlanSource ○ HR Workplace Services ○ Zywave Communications & Infographics ○ Brown & Brown Marketplace ○ Brown & Brown Wellness Program	○ ACA Reporting ○ Cobra Administration ○ Access to Brown & Brown’s Consortium ○ Section 125 Administration / Wrap Document Creation
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Proposed Fee Does *Not* Include:

The following is a sample of vendors and/or services to be explored in greater detail should The City of Port Orange award Brown & Brown as their vendor for Insurance Brokerage Services. Brown & Brown receives best-in-class pricing for our clients through negotiations on a national level and in some instances, we maintain exclusive status for certain products.

- FMLA Administration
- FSA, HRA, HSA Administration Fees
- Payroll Services



TAB I: REQUIRED DOCUMENTS

Include all required City of Port Orange forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- *Form 9.1 Proposal Submittal Checklist*
- *Form 9.2 Vendor Acknowledgement Form*
- *Form 9.3 Addendum and Change Order Procedure Acknowledgement Form*
- *Form 9.4 Drug Free Preference Statement*
- *Form 9.5 Sworn Statement on Public Entity Crimes*
- *Form 9.6 Affidavit of Anti-Collusion Form*
- *Form 9.7 Authorized Signatures/Negotiators*
- *Form 9.8 Local Business Affidavit of Eligibility*
- *Form 9.9 Vendor Application and W-9 Form*

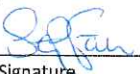
Form 9.1 – Proposal Submittal Checklist

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ☐ Form 9.2 – Vendor’s Acknowledgement Form
- ☐ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- ☐ Form 9.4 – Drug Free Preference Statement
- ☐ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- ☐ Form 9.6 – Affidavit of Anti-Collusion Form
- ☐ Form 9.7 – Authorized Signatures/Negotiators
- ☐ Form 9.8 – Vendor Application Form
- ☐ Form 9.9 – Local Business Affidavit of Eligibility
- ☐ W-9 Form
- ☐ Cost/Fee Proposal (Inserted under Tab H of submitted Proposal)
- ☐ Standard Fee Schedule (hours, rates or other fee schedule) for assigned personnel (under Tab H)
- ☐ Copy of Certificate of Insurance
- ☐ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: Brown & Brown of Florida, Inc.
Vendor


Authorized Signature

1/12/17
Date

This document must be completed and returned with your Submittal

Form 9.2 – Vendor's Acknowledgement Form

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Brown & Brown of Florida, Inc.

NAME OF BUSINESS

220 S. Ridgewood Avenue

MAILING ADDRESS


AUTHORIZED SIGNATURE

Daytona Beach, FL 32114

CITY, STATE & ZIP CODE

Steve Farmer, Executive Vice President

NAME, TITLE, TYPED

386-239-7233

TELEPHONE NUMBER / FAX NUMBER

59-0691921

FEDERAL IDENTIFICATION #

SFarmer@bbdaytona.com

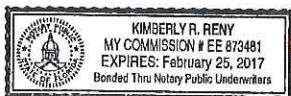
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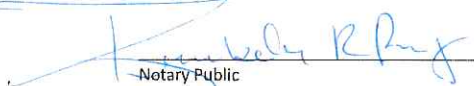
STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of January 12, 2017, by Steve Farmer, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:




Notary Public

this document must be completed and returned with your Submittal

Form 9.3 – Addendum and Change Order Procedure Acknowledgement

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # N/A Date: 1/12/17 Addendum # N/A Date: 1/12/17
Addendum # N/A Date: 1/12/17 Addendum # N/A Date: 1/12/17

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Brown & Brown of Florida, Inc.

Name of Business

By: [Signature]
Printed Name: Steve Farmer
Title: Executive Vice President

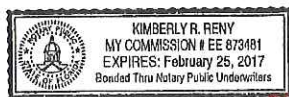
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12 day of January, 2017, by
Steve Farmer as Executive Vice President of
Brown & Brown of Florida, Inc. and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

Form 9.4 – Drug Free Preference Statement

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Brown & Brown of Florida, Inc.
Name of Business
By: Steve Farmer
Printed Name: Steve Farmer
Title: Executive Vice President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12 day of January, 2017, by
Steve Farmer (NAME), as Executive Vice President (TITLE) of
Brown & Brown of Florida, Inc. and who:
(NAME OF ORGANIZATION)

(Notary: Please select one)

- ☒ is personally known to me; or
☐ has produced _____ as identification.



This statement must be completed and returned with your submittal

Kimberly R. Reny
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Form 9.5 – Sworn Statement Under § 287.133(3)(A), Florida Statutes, On Public Entity Crimes

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Steve Farmer, who, being by me first duly sworn, made the following statement:

1. The business address of Brown & Brown of Florida, Inc. (name of Offeror or business) is 220 S. Ridgewood Avenue, Daytona Beach, FL 32114.
2. My relationship to Brown & Brown of Florida, Inc. (name of Offeror or business) is Executive Vice President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Brown & Brown of Florida, Inc.
Name of Business
By: [Signature]
Printed Name: Steve Farmer
Title: Executive Vice President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12 day of January, 2017, by Steve Farmer, as Executive Vice President of Brown & Brown of Florida, Inc. and who:

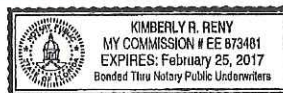
[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

RFP # 17-16 Insurance Brokerage Services



Page 60 of 97

Form 9.6 – Anti - Collusion Form

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM:

SIGNED BY: [Signature]
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Steve Farmer

TITLE: Executive Vice President

ADDRESS: 220 S. Ridgewood Avenue

CITY: Daytona Beach STATE: FL ZIP CODE: 32114

TELEPHONE: 386-239-7233 FAX: 386-239-5705

COMPLETION TIME: 11/2/2017 @ 9 AM

F.E.I.N. NUMBER: 59-0691921

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

Form 9.7 – Authorized Signatures/Negotiators

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Steve Farmer	Title	Executive Vice President	Phone #	386-239-7233
	Julie Freidus		Senior Vice President		386-239-8820
	Jessica Scott		Vice President		386-239-8836


(Authorized Signature)

This document must be completed and returned with your Submittal

Form 9.8 - Vendor Application

FORM 9.8 - VENDOR APPLICATION



City of Port Orange
Vendor Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Date: 11/1/17

FIRM NAME: Brown & Brown of Florida, Inc.

ADDRESS: 220 S. Ridgewood Avenue

CITY: Daytona Beach STATE: FL ZIP CODE: 32114

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): 386-239-7233 FAX. # 386-239-5705

SIGNATURE PERSON FILING APPLICATION: 

PRINTED NAME: Steve Farmer

TITLE: Executive Vice President

FEDERAL I.D. (F.E.I.N.) # 59-0691921

E-MAIL ADDRESS: SFarmer@bbdaytona.com
(Authorized Company Representative)

COMPANY STATUS:
INCORPORATED: ☒ Y ☐ N State Incorporated: Florida Year: 1947

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☒ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements only if you are providing goods for F.O.B destination with no installation services.

Form 9.8 - Vendor Application

* NOTE TO VENDORS*

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action's requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: Steve Farmer

Printed/Types Name: Steve Farmer Title: Executive Vice President

Commodity/Services Insurance, employee benefits & consulting services

This document must be completed and returned with your Submittal

Form 9.9 – Local Business Affidavit of Eligibility

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida
THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION: RFP # 17-16 – Insurance Brokerage Services
RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: Brown & Brown of Florida, Inc.
CONTACT PERSON/TITLE: Steve Farmer, Executive Vice President
MAILING ADDRESS: 220 S. Ridgewood Avenue
CITY-STATE-ZIP: Daytona Beach, FL 32114
Length of Time at Address Provided: 59 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): 59-0691921

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 386-239-7233

FAX: 386-239-5705

EMAIL: SFarmer@bbdaytona.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

• The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Steve Farmer who, after being sworn according to law, stated that he or she was authorized to represent Brown & Brown and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

Form 9.9 – Local Business Affidavit of Eligibility

(Form 9.9 Local Business Affidavit of Eligibility – Page 2)

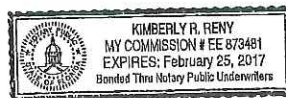
SWORN AND SUBSCRIBED BEFORE ME

Kimberly R. Remy
SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS 12 DAY OF January, 2017

My Commission Expires: 2/25/2017



SJP 1/12/17
SIGNATURE OF AFFIANT DATE

Steve Farmer Executive V.P.
PRINTED NAME OF AFFIANT / TITLE

Brown & Brown of Florida, Inc.
COMPANY

This document must be completed and returned with your Submittal

W-9 Form

W-9 Form

Form (Rev. January 2011)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer
Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Brown & Brown of Florida, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax
classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)*

Exempt payee ☒

Address (number, street, and apt. or suite no.)
220 S. Ridgewood Avenue

City, state, and ZIP code
Daytona Beach, FL 32114

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

59 - 0691921

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).
- Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person Date 1/12/17

RFP # 17-16 Insurance Brokerage Services Page 65 of 97



W-9 Form

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form Page 30 of 32W-9 (Rev. 1-2011)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/28/2017

Consent item: No

SUBJECT: (5) Volusia County Mutual Aid Agreement

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to:

- 1) approve the Volusia County Mutual Aid Agreement
- 2) authorize the City Manager and Chief of Police to execute the same; and
- 3) authorize the City Manager and Chief of Police to execute subsequent mutual aid agreements and renewals in accordance with F.S. 23.1225(3).

SUMMARY: The Mutual Aid Agreement enables law enforcement agencies within Volusia County to receive and extend mutual aid in the for of law enforcement services and resources in accordance with the Florida Mutual Aid Act to adequately respond to intensive emergency situations as well as continuing multi-jurisdictional law enforcement matters, so as to protect the public peace and safety and preserve the lives and property of the people of Volusia County.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Volusia County Mutual Aid Agreement	COMBINED-MA-2020-B.pdf
----	-------------------------------------	------------------------

Robin Fenwick
Thomas Grimaldi
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 02/21/2017
Approved - 02/21/2017
Approved - 02/21/2017
Approved - 02/22/2017
Final Approval - 02/22/2017

MUTUAL AID AGREEMENT
COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY
COOPERATION AGREEMENT FOR VOLUSIA COUNTY,
FLORIDA

WITNESSETH

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

1. intensive situations including but not limited to emergencies as defined under Section 252.34; Florida Statutes and
2. continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

WHEREAS, the Volusia County Sheriff's Office, the Daytona Beach Police Department; Daytona Beach Shores Department of Public Safety; DeLand Police Department; Edgewater Police Department; Holly Hill Police Department; Lake Helen Police Department; New Smyrna Beach Police Department; Orange City Police Department; Ormond Beach Police Department; Port Orange Police Department; Ponce Inlet Police Department; South Daytona Police Department; and the Beach Patrol, Department of Beach Services, have the authority under Section 23.12, Florida Statutes (et seq.), the Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

1. Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;
2. Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34, Florida Statutes.

NOW, THEREFORE, the parties agree as follows:

SECTION I: **PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces, including but not limited to: traffic enforcement and drug enforcement task forces, and/or joint investigations.

SECTION II: **PROVISIONS FOR OPERATIONAL ASSISTANCE**

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, Spring Break, motorcycle weeks, automobile race events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION III: **PROCEDURE FOR REQUESTING ASSISTANCE**

In the event that a party to this agreement needs assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or other person authorized by the agency from whom such assistance is required/requested. The agency head or other authorized person from the agency whose assistance is sought shall evaluate the situation and the request, the agency's available resources, consult with supervisors as necessary and respond in an appropriate manner. The agency head in whose jurisdiction assistance is being rendered may

determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority to grant mutual aid or receive mutual aid may be made verbally or in writing as the particular situation dictates.

In the event of exigent circumstances or other situation which precludes a formal request, any sworn member of the agency seeking assistance may request such assistance directly from a sworn member of another agency. Such request may be made verbally, in writing, or by use of radio communication. As soon as the situation allows, the requesting officer shall notify his/her supervisor of the existence of the request and the basis for it.

Should a sworn law enforcement officer of an agency be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting, going to or from work, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said officer, he/she shall be empowered to render enforcement assistance and act in accordance with law. Should enforcement action be taken, said party shall, as soon as possible, notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow up written report documenting the event and the actions taken. This provision is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter. The agency head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS: Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS: Whenever there is cause to believe that a complaint has arisen as a result of cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard to agency affiliation. If it is determined that the accused is an employee of the assisting agency, the above information, along with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine

if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of its own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

1. Members of the participating agencies when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state under the terms of this agreement shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if they were performing duties inside the political subdivision in which they are normally employed.

2. Each party agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities and services in furnishing such mutual aid.

3. A political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

4. The agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts

paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

5. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of the officers, agents, or employees of the agencies when performing their respective public duties apply to them to the same degree, manner and extent while engaged in the performance of their duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer and reserve employees.

6. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: CONCURRENT JURISDICTION

Whereas, it is to the mutual benefit of the subscribing law enforcement agencies, through voluntary cooperation, to exercise concurrent jurisdiction as set out below, in that officers, while in their or another jurisdiction, are often present at events where immediate action is necessary or are able to expeditiously conclude an investigation by identifying and arresting or citing an offender, the subscribing parties agree as follows:

1. Arrests: Concurrent law enforcement jurisdiction for lawful arrests shall exist in and throughout the territorial limits of participating municipalities, those municipalities that contract law enforcement services with the Volusia County Sheriff's Office, and the unincorporated areas of Volusia County, Florida. This concurrent jurisdiction to arrest shall be limited to persons identified as a result of investigations for a felony, misdemeanor, or arrestable traffic offense occurring in the municipality employing the arresting officer and for which probable cause exists to arrest had the offender been apprehended within the municipality. Concurrent jurisdiction under this

subparagraph does not include authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public. Authority derived pursuant to this subparagraph may be exercised only in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent.

2. Crime Scene Perimeters: Concurrent law enforcement jurisdiction shall exist for the purpose of establishing a crime scene perimeter or area of containment for the securing of a crime scene or apprehension of suspects. Stationary surveillance activities shall be included within concurrent jurisdiction, provided, however, that appropriate notification is given including the general location of the surveillance and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place or are reasonably anticipated.

3. Traffic Enforcement: Concurrent law enforcement jurisdiction shall exist for the enforcement of the Florida traffic statutes on roadways contiguous to and forming the border between law enforcement jurisdictions. This concurrent jurisdiction shall extend to and include the investigation and arrest of any individual(s) found to be in violation of the Florida criminal statutes who has been identified as a result of enforcement of the Florida traffic statutes. For purposes of this concurrent jurisdiction, “roadway” is defined as the paved portion subject to vehicular travel and the right-of-way constituting the “shoulder” of the road.

4. The following requirements shall apply to any enforcement action taken, excluding traffic enforcement action, pursuant to concurrent jurisdiction.

A. Prior to taking any enforcement action, the officer shall notify the agency in the jurisdiction where the action will be taken, unless exigent circumstances

prevent such prior notification. In this case, notification shall be made as soon after the action as possible.

- B. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits, except in the event of an emergency or exigent circumstances.
- C. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does not include preplanned operations, undercover investigations, stings, or sweeps.
- D. Officers shall not conduct routine patrol activities outside of their jurisdiction.
- E. Copies of reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed or forwarded to the agency head of the agency within whose jurisdiction the action was taken as soon as possible after the completion of the action.
- F. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
- G. All provisions of the Volusia County Mutual Aid Agreement shall be in full force and effect as they relate to concurrent jurisdiction.

SECTION VIII: INSURANCE COVERAGE

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment

of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until January 1, 2020, unless terminated prior thereto by any or all of the parties here. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

Any party to this agreement may withdraw from participation by providing each other party with written notice of withdrawal which date shall be specified in the notice. Furthermore, any party wishing to withdraw from participation with one or more other parties may terminate voluntary cooperation with said party(ies) by providing written notice of termination to the effected party(ies) and the Volusia County Sheriff's Office. Should this occur, voluntary cooperation shall remain in force only with respect to the remaining participants. The Volusia County Sheriff's Office shall keep all concerned agencies advised as to current parties to this Mutual Aid Agreement.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

Michael J. Chitwood, Sheriff
Volusia County

Date signed

Ray Manchester, Director
Volusia County Beach Services

Date signed

James T. Dinneen, County Manager
Volusia County

Date signed

Craig Capri, Chief
Daytona Beach Police Department

Date signed

James V. Chisholm, City Manager
City of Daytona Beach

Date signed

Stephan Dembinsky, Director
Daytona Beach Shores Dept. of Public Safety

Date signed

Michael Booker, City Manager
City of Daytona Beach Shores

Date signed

William Ridgway, Chief
DeLand Police Department

Date signed

Michael Pleus, City Manager
City of DeLand

Date signed

David J. Arcieri, Chief
Edgewater Police Department

Date signed

Tracey T. Barlow, City Manager
City of Edgewater

Date signed

Stephen Aldrich, Chief
Holly Hill Police Department

Date signed

Joe Forte, City Manager
City of Holly Hill

Date signed

Michael Walker, Chief
Lake Helen Police Department

Date signed

Buddy Snowden, Mayor
City of Lake Helen

Date signed

Mike Coffin, Chief
New Smyrna Beach Police Department

Date signed

Pamela Brangaccio, City Manager
City of New Smyrna Beach

Date signed

Peter C. Thomas, Chief
Orange City Police Department

Date signed

Dale Arrington, City Manager
City of Orange City

Date signed

Robert Jesse Godfrey, Chief
Ormond Beach Police Department

Date signed

Joyce Shanahan, City Manager
City of Ormond Beach

Date signed

Frank G. Fabrizio, Chief
Ponce Inlet Police Department

Date signed

Jeaneen Clauss Witt, Town Manager
Town of Ponce Inlet

Date signed

Thomas Grimaldi, Chief
Port Orange Police Department

Date signed

Michael Johansson, City Manager
City of Port Orange

Date signed

Ronald R. Wright, Chief
South Daytona Police Department

Date signed

Joseph W. Yarbrough, City Manager
City of South Daytona

Date signed



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/28/2017

Consent item: No

SUBJECT: (6) Vision for City Center Future

DEPARTMENT: City Manager

GOAL: 4 - Economic Development

RECOMMENDED MOTION:

SUMMARY: On December 13th, 2016, City Council discussed the proposed addendum and extension to the Palmer Lease agreement at the former Allen Green Center. One of the items discussed was the possibility of a purchase of the building by Palmer College in the future. Before deciding whether to pursue a possible purchase by Palmer College, Council requested time for discussion covering the future of development at the City Center Complex including the former Allen Green Center.

In order to facilitate the discussion, staff has attached a series of maps of the City Center area including Zoning and Future Land Use and a property ownership graphic (source - Volusia County Property Appraiser).

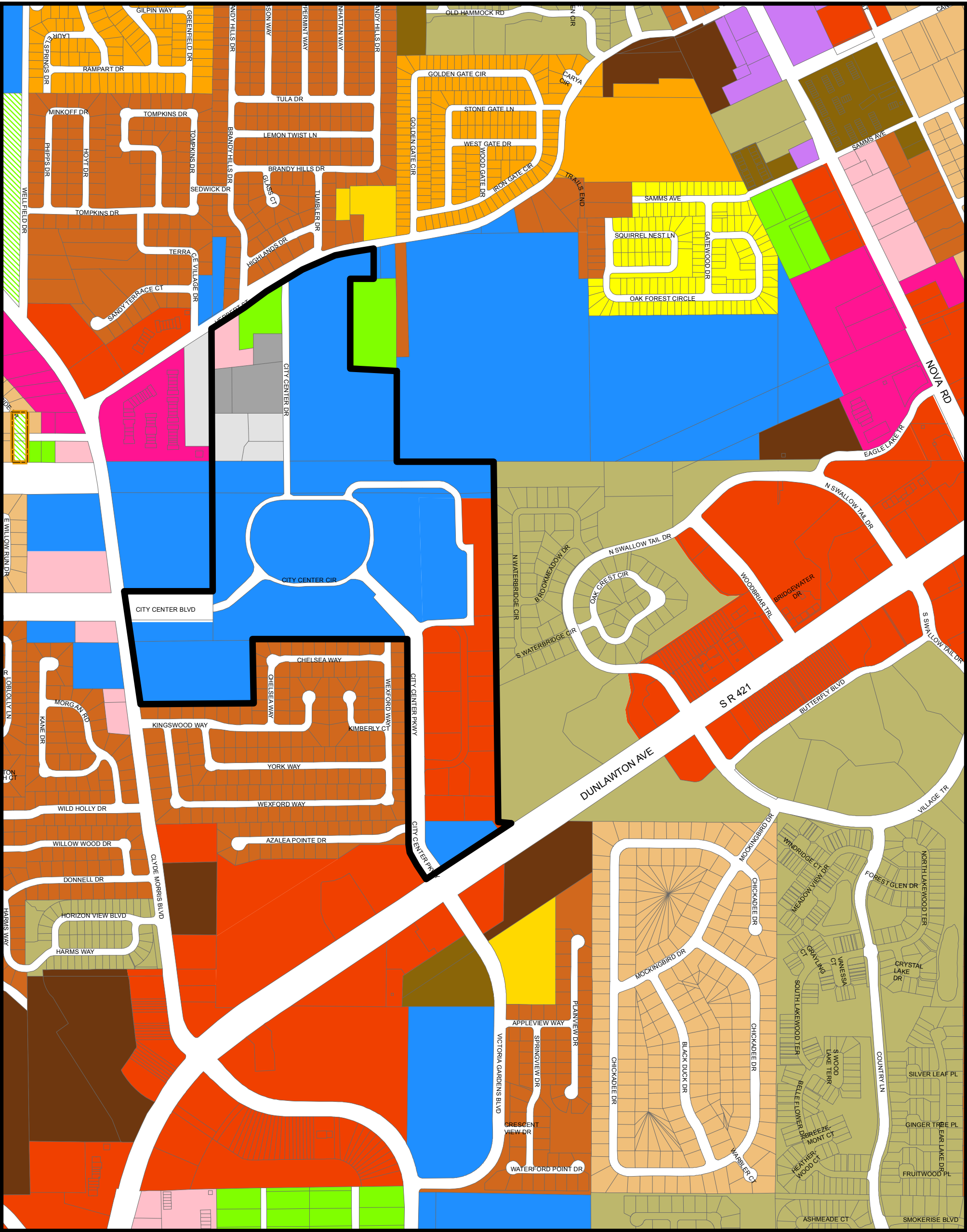
Project No.: Funding Account No.:

ATTACHMENTS:

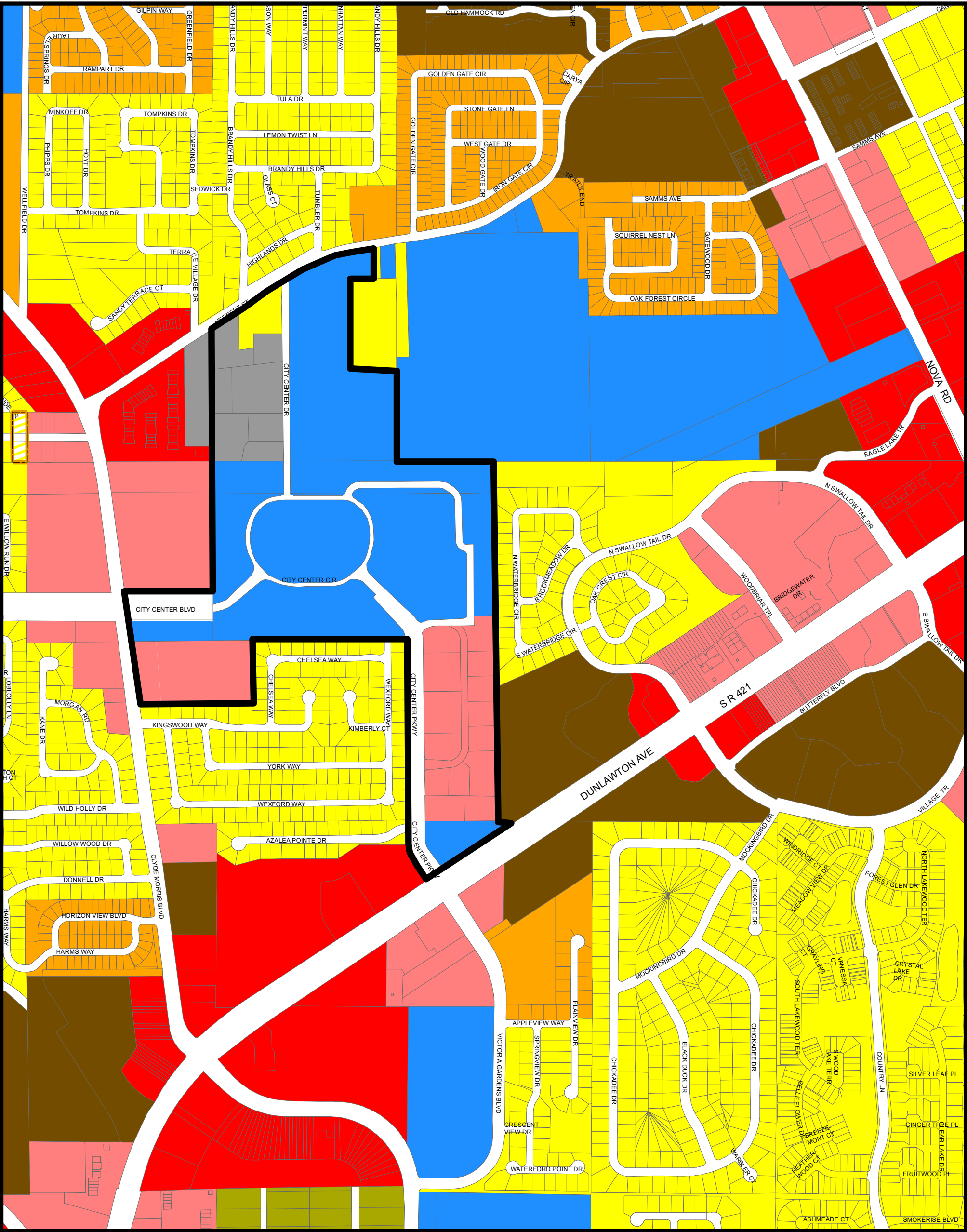
1.	Zoning	City Center_11X17 Zoning Map.pdf
2.	Future Land Use	City Center_11X17 FLU Map.pdf
3.	Property Owners	City Center Complex - ownership parcels.pdf

Alan Rosen
Wayne Clark
Jake Johansson
Robin Fenwick

Created/Initiated - 01/19/2017
Approved - 02/21/2017
Approved - 02/22/2017
Final Approval - 02/22/2017



ZONING	R-3L Multi-Family Residential	NC Neighborhood Commercial	Volusia County R-4
GPU Government/Public Use	R-3M Multi-Family Residential	CC Community Commercial	Volusia County R-5
F-C Flood Plain-Conservation	R-3H Multi-Family Residential	HC Highway Commercial	Volusia County R-6
A Agriculture	RMH Residential Mobile Home	CI Commercial/Industrial	Volusia County RC
RR Rural Residential	NP Neighborhood Preservation	LI Light Industrial	Volusia County RPUD
R-20SF Single Family Residential	PC-A Planned Community-Agricultural	RD Ridgewood Development	Volusia County MH-1
R-10SF Single Family Residential	PC-R Planned Community-PO Riverwalk	ICD Interchange Commercial District	Volusia County B-1
R-8SF Single Family Residential	PUD Planned Unit Development	Volusia County A-1	Volusia County B-4
R-7SF Single Family Residential	PCD Planned Commercial Development	Volusia County A-2	Volusia County B-5
R-2D Two Family Residential	PO Professional Office	Volusia County R-1	Volusia County B-9
			Volusia County BPUD



Future Land Use

- Public/Institutional
- Conservation
- Recreation
- Agriculture (Maximum 1 Unit/10 Acres)
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Urban High Density Residential (8-16 Units/Acre)
- Office/Residential Transition (Up to 10 Units/Acre)
- Commercial

Mixed-Use CenterPlanned CommunityWarehouse/IndustrialVolusia County CommercialVolusia County Urban Low IndensityVolusia County Urban Medium IndensityVolusia County Agricultural ResourceVolusia County Environmental Systems CorridorVolusia County Rural

