



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 4, 2021

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation by Pastor Sheila Turner of A Touch of HIS Hem Ministries
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. April 20, 2021 - Regular City Council Meeting
 - b. April 28, 2021 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Approval of RFP #21-04 Broker Services for Employee Insurances to Brown & Brown, Inc.
 - b. Intent to Award RFP #21-02 (Wrecker Service Agreement) to J & A Balboa Enterprises, Inc. DBA Arrow Service & Towing.
 - c. Intent to Award ITB #21-04 - Athletic Field Pest Control and Fertilization Services to Lake Jem Farms of Tavares
 - d. Approval of Agreement with Sensus USA, Inc. and Sensus Spectrum LLC (a Subsidiary of Sensus USA) Lease Agreement to upgrade the water meter reading equipment and software
8. Resolution No. 21-24 - Budget and Appropriate increase in Victims of Crime Act (VOCA) Grant

9. Approval of Sabal Creek Traffic Enforcement Agreement
10. Approval of TD Bank as Investment Custodial Bank
11. Approval of an Amendment to the Administrative Code
12. Approval of Historic Tree Removal Request, 207 Brittany Avenue
13. Approval of Historic Tree Removal Request, 59 Golden Gate Circle

C. CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

D. COUNCIL COMMENTS

14. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

15. Environmental Advisory Board Report

F. PUBLIC HEARING

16. Second Reading - Ordinance No. 2021-11 - Amendment to Chapter 26, Article IV, Section 26-71 - Emergencies; garbage, trash, debris, refuse in right-of-way and parkages.

G. REGULAR AGENDA

17. Update on the Dunlawton Avenue Median Landscape Project

H. ADDITIONAL ITEMS

18. City Attorney
19. City Manager

I. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports
 - a. River to Sea TPO

J. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



Regular City Council Meeting

5/4/2021

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FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, 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, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

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.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
APRIL 20, 2021

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Invocation by Christ the King Community Church

Pledge of Allegiance

Swearing in Ceremony

Roll Call Present: Council Member Jonathan Foley
 Council Member Chase Tramont
 Council Member Scott Stiltner
 Vice Mayor Drew Bastian
 Mayor Donald Burnette

Also Present: City Manager Wayne Clark
 City Attorney Matthew Jones
 City Clerk Robin Fenwick

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

No changes were requested by Council.

Motion to approve was made by Council Member Chase Tramont and Seconded by Vice Mayor Drew Bastian. Motion carried unanimously by voice vote.

7. Approval of Minutes

a. April 6, 2021 - Regular City Council Meeting

8. Bid Awards and Contract Items

a. Approval of Mead and Hunt, Inc. Task Authorization No 31 - Water Reclamation Facility Master Plan

b. Approval of Change Order No 1 to Task Authorization No 28 with Mead and Hunt for the Garnsey Water Plant Generator Upgrade

c. Approval of Task Authorization No. 1 to TNTSI, Inc. (d/b/a Security 101) for Exterior Surveillance Camera Upgrades and Replacement at the Police Department

d. Award of RFP 20-06 to Playcore Wisconsin dba GameTime for Airport Park Playground Replacement

9. First Step Shelter Agreement and Funding

a. Memorandum of Understanding for the Operation of the First Step Shelter

b. Resolution No. 21-18 - Budget Appropriation for Contribution to First Step Shelter

10. Resolution No. 21-19 - Appropriating Grant Revenue of \$225,000 from Daytona Beach Racing and Recreational Facilities District for the REC Center Indoor Playground

11. Resolution No. 21-23 - Ratifying the Results of the 2021 City Council Special Election for District 1

12. Approval of Amendment #1 of Grant Agreement for 2020-2021 Victims of Crime Act

Motion to approve was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

There was none.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Council welcomed Wayne Clark and Council Member Jonathan Foley.

Council Member Scott Stiltner asked the City Manager to obtain feedback regarding the Festival at Riverwalk from Port Orange Community Trust. He also asked for the correct contact person at FDOT and expressed worry about the weeds in the medians on Dunlawton Avenue.

Mayor Don Burnette thanked Jamie Miller for her service as Interim City Manager, as well as Susan Lovallo, who served as the Interim Assistant City Manager while the City Manager recruitment was ongoing.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Citizen Advisory Committee for TPO

Bobby Ball, citizen, provided details from their recent meeting.

15. First Reading - Ordinance No. 2021-11 - Amendment to Chapter 26, Article IV, Section 26-71 - Emergencies; garbage, trash, debris, refuse in right-of-way and parkages.

Mayor Don Burnette read Ordinance No. 2021-11.

ORDINANCE NO. 2021-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 26, ARTICLE IV, SECTION 26-71 PROVIDING FOR GARBAGE, TRASH, REFUSE AND DEBRIS TO BE REMOVED BY A PROPERTY OWNER, TENANT, LESSEE, OR OCCUPANT FROM PARKAGES AND RIGHTS-OF-WAY IN TIMES OF AN EMERGENCY AND ESTABLISHING A SERVICE FEE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-11
was made by Vice Mayor Drew Bastian
and Seconded by Council Member Scott
Stiltner.

Robert Reinhausen, citizen, spoke regarding his confusion with the way the ordinance is written.

Police Chief Thomas Grimaldi discussed the need for the ordinance as homeowners often trim trees right before a hurricane.

Motion carried unanimously by roll call
vote.

ADDITIONAL ITEMS

16. City Attorney

City Attorney Matthew Jones had nothing further.

17. City Manager

City Manager Wayne Clark had nothing further.

18. City Council Committee Reports

a. First Step Shelter - Council Member Chase Tramont had nothing new to report.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details of the recent and upcoming events.

c. Roundtable of Elected Officials - Mayor Don Burnette provided details of their recent meeting.

ADJOURNMENT - 6:56 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
APRIL 28, 2021

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Jonathan Foley Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
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Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick
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DISCUSSION ITEM

4. Discuss the List of Priorities for 2021 with Parks & Recreation Advisory Board

Mark Bowling, Chair, discussed the Board's priorities (listed below) with Council and asked for direction.

1. Coraci Park Expansion (purchase of additional land in the area.)
2. Community Center on the west side of Port Orange
3. Public Access to Spruce Creek - Russell property specifically
4. More Trails (both walking and biking trails)
5. White Place redevelopment

Maria Mills-Benat, Board Member, asked for a status of the idea to lease the Russell property. The Board asked Council to continue with costs to maintain parks.

Susan Lovallo, Parks & Recreation Director, discussed the budget behind these projects and the timing of them should Council decide to accept the priority list.

Council Member Scott Stiltner encouraged the Board to think big in terms of parks and amenities, even if we can't make it all happen. Mr. Bowling will add Shuntz Road to the priority list.

Shalish Patel, citizen, spoke regarding the lack of funding. He'd like to see attention placed on the funding for aesthetics, spading, and maintenance.

5. Update on Riverwalk Project

Tim Burman, Community Development Director, provided an update on the Riverwalk Park area to include the construction status of Fysh, development activity in the River District, and development of the land owned by the City and answered questions of Council. The Fish Bar and Grill is planned to be complete and opened by September 20, 2021. He asked for feedback from Council regarding an exchange of property regarding the Dave's Pest Control property to enhance the entrance and exit of the Fysh Bar and Grill, as well as more cohesive parking areas and stores along Ridgewood Ave. Wayne Clark, City Manager, believes it would make sense if a favorable and fair agreement can be reached. Council agreed to moving forward toward an agreement, specifically the idea of having patrons enter and exit at a traffic light rather than a right in/out.

Mr. Burman asked Council for direction regarding the trail project and Halifax Avenue. Council agreed to allowing a developer provide a project idea with flexibility on the trail part of the project. They agreed to a request for proposals for a broker to solicit a developer.

Mr. Patel agreed with the idea of a broker to help move the project forward and allow for flexibility.

ADJOURNMENT - 6:54 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: Yes

SUBJECT: (B7a) Approval of RFP #21-04 Broker Services for Employee Insurances to Brown & Brown, Inc.

DEPARTMENT: Administrative Services

GOAL: 5 - Fiscal Sustainability
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve award of RFP 21-04 to Brown & Brown, Inc.

SUMMARY: The City's contract with Brown & Brown, Inc. for broker services of employee insurances expired on March 28, 2021 after an initial 1-year term and 3 additional 1-year renewals. An RFP was released to collect competitive proposals for broker services (RFP 21-04). Four (4) proposals in total were received, however, 2 were deemed non-responsive. The 2 responsive bidders were Brown & Brown, Inc. and Acentria Public Risk. An Evaluation Committee met and ranked the 2 proposals on 7 different criteria. Staff is recommending to award the RFP to Brown & Brown, Inc.

Project No.: Funding Account No.: Other Contracted Services

Presenter: Heather Carrizales

ATTACHMENTS:

1.	RFP 21-04 Brown & Brown, Inc. Standard Contract for Services	RFP 21-04 Brown & Brown, Inc. Standard Contract for Services.pdf
2.	RFP 21-04 BROKER SERVICES FOR EMPLOYEE INSURANCES FINAL 12.29.20	RFP 21-04 BROKER SERVICES FOR EMPLOYEE INSURANCES FINAL 12.29.20.pdf
3.	RFP 21-04 Broker Services for Employee Insurances Addendum No. 1 2.3.21	RFP 21-04 Broker Services for Employee Insurances Addendum No. 1 2.3.21.pdf
4.	RFP 21-04 Broker Services for Employee Insurances Addendum No. 2 FINAL 2.11.21	RFP 21-04 Broker Services for Employee Insurances Addendum No. 2 FINAL 2.11.21.pdf
5.	Brown and Brown of Daytona Beach Submittal 2.18.21	Brown and Brown of Daytona Beach Submittal 2.18.21.pdf

6.	RFP 21-04 Broker Services Evaluation Sheet FINAL 3.17.21	RFP 21-04 Broker Services Evaluation Sheet FINAL 3.17.21.xlsx
7.	RFP 21-04 Broker Services for Employee Insurances Notice of Intent to Award REVISED 3.22.21	RFP 21-04 Broker Services for Employee Insurances Notice of Intent to Award REVISED 3.22.21.pdf

Heather Carrizales	Created/Initiated - 3/22/2021
Heather Carrizales	Approved - 4/1/2021
Lupe Reyna-Coffin	Approved - 4/1/2021
Scott Neils	Approved - 4/2/2021
Matthew Jones	Approved - 4/12/2021
Jamie Miller	Approved - 4/19/2021
Robin Fenwick	Final Approval - 4/20/2021



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2021, 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 **BROWN & BROWN, INC.**, a Florida corporation whose principal address is 220 South Ridgewood Avenue, Daytona Beach, Florida 32114 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide to the City Broker Services for Employee Insurances, pursuant to Request for Proposal 21-04 ("RFP 21-04"). This Contract together with RFP 21-04, Addendum No. 1, Addendum No. 2, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, Addendum No. 1, and Addendum No. 2 of RFP 21-04 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of RFP 21-04, Addendum No. 1, Addendum No. 2, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of three (3) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, total contract term not to exceed five (5) years, subject to review and approval of the City Manager and budget appropriation. This Contract may be terminated by the Parties, upon written notice from the Contractor to the City with at least 180 days, and upon 60 days written notice from the City to the Contractor.

Manner and Place: The work shall be performed in accordance with 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.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed Fifty-Eight Thousand and 00/100 Dollars (\$58,000.00). 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 Administration. The Administrative Services Director, Jamie L. Miller, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

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 23 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 required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐When work is 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement 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	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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. 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.

19. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. 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.

21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. 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.

22. 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.

23. 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.

24. *Additional Provisions.* This Contract includes all additional provisions as may have been outlined in 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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

25. *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.

26. *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: Jamie L. Miller, Administrative Services Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5562
Contractor:	Brown & Brown, Inc. Attention: Neal J. Abernathy, Senior Vice President 220 South Ridgewood Avenue Daytona Beach, Florida 32114 (386) 239-7233 – Telephone sfarmer@bbdaytona.com

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.

27. *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.

28. 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]

BROWN & BROWN, INC.

Witnesses:

By: _____

Neal J. Abernathy, Senior Vice President

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.

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2021, by Neal J. Abernathy, as Senior Vice President of Brown & Brown, Inc., a Florida corporation. He is ___ personally known or ___ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name:_____

By: _____
Donald O. Burnette, Mayor

Printed Name:_____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name:_____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name:_____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT “1”

Contractor's Proposal, RFP 21-04 Section 3, Addendum No. 1 and Addendum No. 2

Consisting of 134 Pages

INSURANCEBROKERAGESERVICESCOST/FEEPROPOSAL

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

Proposal Submitted by Brown and Brown of Daytona Beach Florida
(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>58,000</u>

Authorized Signature: 

Printed Name of Authorized Signer: Steve Farmer

E-Mail of Authorized Contact: sfarmer@bbdaytona.com

SECTION 3 – SCOPE OF WORK

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.

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 a period of three (3) years, from date of award, with an option for renewal of an additional two (2) one (1) year renewals, if mutually agreeable with both parties, for a maximum of five (5) years. 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 shall not be given or accepted within 180 days prior to policy renewal.

CURRENT EMPLOYEE AND BENEFIT PLAN INFORMATION

- Current total annual health insurance premium costs - \$4,070,000;
- Approximately 460 full time covered employees and 2 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 January 1 - December 31 with Open Enrollment the month of November;
- 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 HSABank;

- Health Savings Account (HSA) with HSABank;
- 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 proposers, 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"



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. #1

February 3, 2021

RFP 21-04 Broker Services for Employee Insurances

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 14, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS

N/A

B. CHANGES TO SPECIFICATIONS

On Pages 11 and 12 of the RFP, "*Florida Combined Life and VSP*" should both now read as "**MetLife**" and "*Connect Your Care/Florida Capital Bank*" should now read as "**HSABank**".

C. QUESTIONS AND ANSWERS

Question 1: What was the impetus to put this solicitation out to bid? Is this something done every three years?

Answer: This RFP is being solicited because the contract for Broker Services for Employee Insurances has no more renewal options/contract is expiring.

Question 2: Who is the current Broker for the City?

Answer: Brown and Brown Insurance.

Question 3: How long has the City been contracted with Brown and Brown?

Answer: The City has been contracted with Brown and Brown since 2017.

Question 4: Does the City allow bonus commissions from the carriers to the current broker?

Answer: No.

Question 5: What is the City's renewal rate history for the past three years? (Medical, Dental, Vision, Life)

Answer:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Medical	0%	3.90%	0%
Dental	0%	4%	0%
Vision	0%	0%	0%
Life	0%	12.50%	0%

Question 6: What vendor or platform does the City use for their payroll system?

Answer: Workday.

Question 7: Does the City currently have an online enrollment system? If so, is the current broker paying for the online enrollment system?

Answer: Yes, the City does have an online enrollment system, but the broker does not pay for it.

Question 8: What is the name of your current enrollment system?

Answer: Workday.

Question 9: How is the City connecting to your enrollment system?

Answer: It is all one system.

Question 10: What services are you receiving (i.e. technology only, billing reconciliation, ACA, etc.) from your current enrollment system?

Answer: None from the Broker.

Question 11: If your current vendor is not handling ACA filing, who is handling it?

Answer: Workday.

Question 12: Does your current broker receive a subsidy for online enrollment?

Answer: No.

Question 13: Does your current broker provide and pay for COBRA services? And who is your COBRA vendor?

Answer: No; Wage Works.

Question 14: Does the City offer Retiree Benefits in addition to the employee health insurance?

Answer: Dental and Vision Insurance.

Question 15: Are there any current wellness initiatives instituted through the carrier or current broker?

Answer: There are no formal initiatives.

Michael Hall

Purchasing Agent

mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject RFP 21-04 Broker Services for Employee Insurances remains unchanged.

END OF ADDENDUM NO. #1



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. #2

February 11, 2021

RFP 21-04 Broker Services for Employee Insurances

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 14, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS

Please see the attached reports for proposer's informational purposes. Note that the 7/1/18 renewal was for 18 months to get the City to a 1/1/20 plan year.

B. CHANGES TO SPECIFICATIONS

On Pages 11 and 12 of the RFP, "*Florida Combined Life and VSP*" should both now read as "**MetLife**" and "*Connect Your Care/Florida Capital Bank*" should now read as "**HSABank**".

C. QUESTIONS AND ANSWERS

Question 1: What was the impetus to put this solicitation out to bid? Is this something done every three years?

Answer: This RFP is being solicited because the contract for Broker Services for Employee Insurances has no more renewal options/contract is expiring.

Question 2: Who is the current Broker for the City?

Answer: Brown and Brown Insurance.

Question 3: How long has the City been contracted with Brown and Brown?

Answer: The City has been contracted with Brown and Brown since 2017.

Question 4: Does the City allow bonus commissions from the carriers to the current broker?

Answer: No.

Question 5: What is the City's renewal rate history for the past three years? (Medical, Dental, Vision, Life)

Answer:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Medical	0%	3.90%	0%
Dental	0%	4%	0%
Vision	0%	0%	0%
Life	0%	12.50%	0%

Question 6: What vendor or platform does the City use for their payroll system?

Answer: Workday.

Question 7: Does the City currently have an online enrollment system? If so, is the current broker paying for the online enrollment system?

Answer: Yes, the City does have an online enrollment system, but the broker does not pay for it.

Question 8: What is the name of your current enrollment system?

Answer: Workday.

Question 9: How is the City connecting to your enrollment system?

Answer: It is all one system.

Question 10: What services are you receiving (i.e. technology only, billing reconciliation, ACA, etc.) from your current enrollment system?

Answer: None from the Broker.

Question 11: If your current vendor is not handling ACA filing, who is handling it?

Answer: Workday.

Question 12: Does your current broker receive a subsidy for online enrollment?

Answer: No.

Question 13: Does your current broker provide and pay for COBRA services? And who is your COBRA vendor?

Answer: No; Wage Works.

Question 14: Does the City offer Retiree Benefits in addition to the employee health insurance?

Answer: Dental and Vision Insurance.

Question 15: Are there any current wellness initiatives instituted through the carrier or current broker?

Answer: There are no formal initiatives.

Question 16: Does the City receive a rebate or premium returns from Florida Health Care Plans?

Answer: No.

Question 17: The RFP shows the City has dental with Florida Combined Life and Vision with VSP. The City Council Agenda Item for meeting dated 10/6/2020 advises the current MetLife standard contract for services effective January 1, 2020 for until December 31, 2020 allows for two additional one-year periods (1/1/21-12/31/21 and 1/1/22 – 12/31/22 subject to city Council approval. The 1/1/21 renewal with no increase to the current premium and no reduction in benefits. Is MetLife the City's current carrier for dental and vision insurance?

Answer: Yes, please see B. Changes to Specifications for revision. The City has MetLife for Dental, Vision and Group Term Life.

Question 18: Does the City's broker receive commission from MetLife for the dental and vision insurance?

Answer: No.

Question 19: Is the City's Life and AD&D with Florida Combined Life?

Answer: No, MetLife.

Question 20: Does the City's broker receive commission for the Life and AD&D insurance?

Answer: No.

Question 21: Does the City's current broker receive commission from the City's Voluntary Supplemental Insurance companies (Aflac, Colonial Life and Police & Fireman's Insurance)?

Answer: No.

Question 22: What is your Medical Loss Ratio for the last three years?

Answer: The MLR History for paid claims are as follows:

2020	65.5%
2019	78.8%
2018	89.9%

Question 23: Does your current broker earn commission on all coverages or do you pay an annual fee? If by commissions, what is the average annual commission earned?

Answer: The City pays an annual fee, no commission.

Question 24: I understand you have 460 full time covered employees; does this include all benefit eligible employees? Do you also have retirees covered through your medical, dental etc.? If so, how many? How many are non-Medicare eligible?

Answer: The 460 full time covered employees does include all benefit eligible employees. Retirees are covered through our medical and dental: 37 on Medical and 67 on Dental; none of the retirees on Medical are Medicare eligible.

Question 25: How is your annual and new hire enrollment handled? Use of paper or electronic enrollment?

Answer: Our annual and new hire enrollment is handled by our HRIS system: Workday; We use electronic enrollment.

Question 26: If you utilize a Benefits enrollment website, do you own it or is it provided by a carrier or your broker?

Answer: We utilize Workday software as our entire HRIS System.

Question 27: Are there any areas of your current health plan that you would like to improve?

Answer: No.

Question 28: Do you currently have any wellness initiatives or incentives? If yes, how would you describe your programs success?

Answer: No.

Question 29: Are there any other services provided to you by your Broker such as COBRA services, Compliance or Workforce productivity? Is it free or is there a cost?

Answer: The current Broker assists with COBRA cases with our vendor Wage Works; They do a compliance audit and the will assist with wellness initiatives—if needed.

Question 30: What is the annual fee for your current Broker?

Answer: The annual fee is \$60,000.00 per year for our current Broker.

Question 31: Does the City have Vision and Life Insurance Claims Reports available?

Answer: No. Per our current carrier, “We are only able to provide dental reporting for this customer. The vision plan is group rated so we are unable to isolate claims. As for the life, we require 1000 enrolled before we are able to isolate claims.”

Michael Hall
Purchasing Agent
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject RFP 21-04 Broker Services for Employee Insurances remains unchanged.

END OF ADDENDUM NO. #2

Report Title: **Key Indicator Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **10/18/2018**



Selected Report Parameters:

Date Type: **Paid**
 Group(s): **000075, 00C075, 00H075, 00L075**
 Subgroup(s): **ALL**
 Product Option(s): **ALL**

Key Indicators	Current Period	Prior Period	% Incr (Decr)	Incr (Decr) Payments
	201710 201809	201610 201709		
Payments Per EE Per Year	\$ 8,274.64	\$ 7,123.92	16.2%	
Payments Per Member Per Year	\$ 4,936.44	\$ 4,199.27	17.6%	

Enrollment:				
Employees (Average)	417	405	3.2%	
Members (Average)	700	686	1.9%	

Payments During Period:				
Inpatient Facility	\$ 872,199	\$ 701,959	24.3%	\$170,240.34
Outpatient Facility	\$ 695,723	\$ 336,612	106.7%	\$359,110.33
Total Facility	\$ 1,567,922	\$ 1,038,571	51.0%	\$529,350.67
Professional	\$ 1,374,727	\$ 1,196,134	14.9%	\$178,592.50
Capitation	\$ 117,041	\$ 109,983	6.4%	\$7,057.17
Other (DME, MedInj, Ambulance, etc.)	\$ 55,893	\$ 53,408	4.7%	\$2,484.68
Pharmacy	\$ 338,112	\$ 483,953	-30.1%	(\$145,840.40)
Grand Total	\$ 3,453,694	\$ 2,882,050	19.8%	\$571,644.62

Payments Per Member Per Month:				
Inpatient Facility	\$ 103.89	\$ 85.23	21.9%	\$18.66
Outpatient Facility	\$ 82.87	\$ 40.87	102.8%	\$42.00
Total Facility	\$ 186.76	\$ 126.10	48.1%	\$60.65
Professional	\$ 163.74	\$ 145.24	12.7%	\$18.51
Capitation	\$ 13.94	\$ 13.35	4.4%	\$0.59
Other (DME, MedInj, Ambulance, etc.)	\$ 6.66	\$ 6.48	2.7%	\$0.17
Pharmacy	\$ 40.27	\$ 58.76	-31.5%	(\$18.49)
Grand Total	\$ 411.37	\$ 349.94	17.6%	\$61.43

Other Key Payment Indicators:				
Inpatient Payments Per Day	\$ 7,329.41	\$ 3,656.04	100.5%	\$3,673.37
Inpatient Payments Per Admission	\$ 24,919.98	\$ 20,645.85	20.7%	\$4,274.13
Outpatient Payments/Visit	\$ 2,407.34	\$ 1,420.30	69.5%	\$987.04
Professional Payments/Visit	\$ 330.38	\$ 324.60	1.8%	\$5.79
Pharmacy Payments/Script	\$ 47.59	\$ 59.25	-19.7%	(\$11.66)

Key Utilization Indicators:				
Inpatient Facility (excludes SNF)				
Inpatient Days/1000 Members	170.09	279.75	-39.2%	(109.66)
Inpatient Admissions/1000 Members	50.03	49.54	1.0%	0.49
Average Length of Inpatient Stay	3.40	5.65	-39.8%	(2.25)
% Facility Admissions > 10 Days	2.9%	5.9%	-51.4%	(0.03)
Outpatient Facility				
Emer. Rm Visits/1000 Members	140.07	155.90	-10.2%	(15.83)
Other Outpatient Visits/1000 Members	273.00	189.42	44.1%	83.58
Total Outpatient Visits/1000 Members	413.07	345.32	19.6%	67.75
Physician				
Professional Services/1000 Members	6,510.56	5,864.60	11.0%	645.96
Pharmacy				
Retail Generic Scripts/1000 Members	8,861.79	10,655.37	-16.8%	(1,793.57)
Mailorder Generic Scripts/1000 Members	393.06	418.17	-6.0%	(25.11)
Retail Brand Scripts/1000 Members	884.75	813.03	8.8%	71.72
Mailorder Brand Scripts/1000 Members	14.29	14.57	-1.9%	(0.28)
Total Rx Scripts/1000 Members	10,153.90	11,901.14	-14.7%	(1,747.24)

Report Title: **Key Indicator Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **10/28/2019**



Selected Report Parameters:

Date Type: **Paid**
 Group(s): **000075, 00C075, 00H075, 00L075**
 Subgroup(s): **ALL**
 Product Option(s): **ALL**

Key Indicators	Current Period	Prior Period	% Incr (Decr)	Incr (Decr) Payments
	201810 201909	201710 201809		
Payments Per EE Per Year	\$ 6,925.72	\$ 8,190.89	-15.4%	
Payments Per Member Per Year	\$ 4,330.54	\$ 4,886.48	-11.4%	

Enrollment:				
Employees (Average)	432	417	3.4%	
Members (Average)	690	700	-1.3%	

Payments During Period:				
Inpatient Facility	\$ 554,423	\$ 872,199	-36.4%	(\$317,775.82)
Outpatient Facility	\$ 623,883	\$ 694,485	-10.2%	(\$70,602.51)
Total Facility	\$ 1,178,306	\$ 1,566,685	-24.8%	(\$388,378.33)
Professional	\$ 1,240,712	\$ 1,351,296	-8.2%	(\$110,584.24)
Capitation	\$ 116,765	\$ 119,158	-2.0%	(\$2,392.57)
Other (DME, MedInj, Ambulance, etc.)	\$ 70,984	\$ 45,234	56.9%	\$25,749.57
Pharmacy	\$ 382,285	\$ 336,368	13.7%	\$45,917.43
Grand Total	\$ 2,989,053	\$ 3,418,741	-12.6%	(\$429,688.14)

Payments Per Member Per Month:				
Inpatient Facility	\$ 66.94	\$ 103.89	-35.6%	(\$36.95)
Outpatient Facility	\$ 75.32	\$ 82.72	-8.9%	(\$7.40)
Total Facility	\$ 142.26	\$ 186.61	-23.8%	(\$44.35)
Professional	\$ 149.80	\$ 160.95	-6.9%	(\$11.16)
Capitation	\$ 14.10	\$ 14.19	-0.7%	(\$0.10)
Other (DME, MedInj, Ambulance, etc.)	\$ 8.57	\$ 5.39	59.1%	\$3.18
Pharmacy	\$ 46.15	\$ 40.06	15.2%	\$6.09
Grand Total	\$ 360.88	\$ 407.21	-11.4%	(\$46.33)

Other Key Payment Indicators:				
Inpatient Payments Per Day	\$ 4,950.21	\$ 6,508.95	-23.9%	(\$1,558.74)
Inpatient Payments Per Admission	\$ 14,215.99	\$ 24,227.76	-41.3%	(\$10,011.77)
Outpatient Payments/Visit	\$ 2,012.53	\$ 2,428.27	-17.1%	(\$415.75)
Professional Payments/Visit	\$ 284.05	\$ 325.46	-12.7%	(\$41.41)
Pharmacy Payments/Script	\$ 54.00	\$ 47.36	14.0%	\$6.65

Key Utilization Indicators:				
Inpatient Facility (excludes SNF)				
Inpatient Days/1000 Members	162.27	191.53	-15.3%	(29.26)
Inpatient Admissions/1000 Members	56.50	51.46	9.8%	5.05
Average Length of Inpatient Stay	2.87	3.72	-22.8%	(0.85)
% Facility Admissions > 10 Days	7.7%	5.6%	38.5%	0.02
Outpatient Facility				
Emer. Rm Visits/1000 Members	140.53	138.64	1.4%	1.89
Other Outpatient Visits/1000 Members	308.59	270.14	14.2%	38.45
Total Outpatient Visits/1000 Members	449.13	408.79	9.9%	40.34
Physician				
Professional Services/1000 Members	6,836.90	6,516.28	4.9%	320.62
Pharmacy				
Retail Generic Scripts/1000 Members	9,072.40	8,860.36	2.4%	212.03
Mailorder Generic Scripts/1000 Members	318.74	393.06	-18.9%	(74.33)
Retail Brand Scripts/1000 Members	846.10	884.75	-4.4%	(38.65)
Mailorder Brand Scripts/1000 Members	18.83	14.29	31.8%	4.54
Total Rx Scripts/1000 Members	10,256.07	10,152.47	1.0%	103.60

Florida Health Care Plan, Inc.

Large Claims (Current Year) - Quarterly

CITY OF PORT ORANGE

Enter start date: 10/01/17
 Enter end date: 09/30/18
 Member Months: 8,396

Large Claimants Greater Than \$25000 - includes Rx			
Participant	Primary Diagnosis	Relationship to Employee/ Retiree	Total Paid Claims
1	Disorders of plasma-protein metabolism, NEC	Self	\$258,584
2	Malignant neoplasm of unspecified site of left female breast	Spouse	\$253,180
3	Rheumatic tricuspid valve diseases	Dependent	\$220,608
4	Nonrheumatic mitral valve disorders	Self	\$123,956
5	ST elevation (STEMI) myocardial infarction of other sites	Self	\$94,197
6	Sepsis due to Staphylococcus aureus	Self	\$92,130
7	Malignant neoplasm of kidney, except renal pelvis	Spouse	\$88,645
8	Fracture of mandible, unspecified	Self	\$84,095
9	Infection following a procedure	Self	\$75,653
10	Calculus of gallbladder with other cholecystitis	Spouse	\$64,789
11	Osteoarthritis of knee	Self	\$57,682
12	Other osteomyelitis	Spouse	\$47,004
13	Osteoarthritis of knee	Spouse	\$45,431
14	Displaced intertrochanteric fracture of left femur	Self	\$44,693
15	Strain of muscle and tendon of front wall of thorax	Self	\$41,559
16	Unilateral primary osteoarthritis of knee	Self	\$36,881
17	Obesity due to excess calories	Spouse	\$30,271
18	Other and unspecified acute appendicitis	Self	\$28,785
19	Other specified disorders of kidney and ureter	Self	\$28,551
20	Acute respiratory failure	Self	\$27,962
21	Abnormal results of cardiovascular function studies	Self	\$27,929
22	Displaced pilon fracture of left tibia	Self	\$26,915
23	Unspecified atrial fibrillation and atrial flutter	Self	\$26,840

Florida Health Care Plan, Inc.

Large Claims (Current Year) - Quarterly

CITY OF PORT ORANGE

Enter start date: 10/01/18
 Enter end date: 09/30/19
 Member Months: 8,283

Large Claimants Greater Than \$25000 - includes Rx			
Participant	Primary Diagnosis	Relationship to Employee/ Retiree	Total Paid Claims
1	Malignant neoplasm of bone/artic cartl of and unsp sites	Spouse	\$287,136
2	Disorders of plasma-protein metabolism, NEC	Self	\$150,368
3	Other osteomyelitis	Spouse	\$72,382
4	Chronic lymphocytic leukemia of B-cell type	Spouse	\$71,284
5	Disruptive mood dysregulation disorder	Dependent	\$62,618
6	Other spondylosis with radiculopathy	Self	\$56,231
7	Unilateral primary osteoarthritis of knee	Spouse	\$47,285
8	Malignant neoplasm of breast of unspecified site, female	Spouse	\$45,726
9	Malignant neoplasm of colon	Self	\$42,831
10	Thoracic, thrcm and lumbosacr intvrt disc disord w myelopath	Spouse	\$41,700
11	Pain localized to upper abdomen	Spouse	\$40,744
12	Obstructive and reflux uropathy	Self	\$39,655
13	Unilateral primary osteoarthritis of hip	Self	\$38,183
14	Disruptive mood dysregulation disorder	Dependent	\$37,863
15	Other and unspecified acute appendicitis	Self	\$34,980
16	Epidural hemorrhage w loss of consciousness of unsp duration	Dependent	\$33,067
17	Other specified disorders of Eustachian tube	Self	\$29,730
18	ST elevation (STEMI) myocardial infarction of inferior wall	Self	\$28,842
19	Obesity due to excess calories	Self	\$26,733

Confidential Information Statement

Group 00C075 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
201710	7	1	-	1	-	9	13	7,681	1,516	-	700	700	385	(172)	914	352	2,783		
201711	7	1	-	1	-	9	13	7,681	1,264	-	-	-	178	2,029	2,207	951	4,421		
201712	7	1	-	1	-	9	13	7,681	746	-	-	-	943	99	1,042	1,001	2,788		
201801	6	2	-	1	-	9	13	8,219	766	-	3,501	3,501	270	1,028	4,799	348	5,913		
201802	6	2	-	1	-	9	14	8,219	766	-	4,493	4,493	1,556	-	6,049	881	7,696		
201803	6	2	-	1	-	9	14	8,219	806	-	(260)	(260)	960	-	700	814	2,320		
201804	6	2	-	1	-	9	14	8,219	347	-	40	40	1,288	1,308	2,636	282	3,265		
201805	6	2	-	1	-	9	14	8,219	2,735	-	879	879	1,792	570	3,241	1,135	7,111		
201806	6	2	-	1	-	9	14	8,219	832	(11,427)	70	(11,358)	(2,426)	8	(13,776)	268	(12,676)		
201807	-	-	-	-	-	-	-	-	-	-	1,759	1,759	553	998	3,310	-	3,310		
201808	-	-	-	-	-	-	-	-	9	-	(2,253)	(2,253)	-	-	(2,253)	-	(2,244)		
201809	-	-	-	-	-	-	-	-	-	-	-	-	139	-	139	-	139		
TOTALS	57	15	-	9	-	81	122	72,355	9,786	(11,427)	8,928	(2,500)	5,637	5,868	9,006	6,033	24,824	202.83	0.343

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Confidential Information Statement

Group 00H075 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
201710	102	10	14	24	-	150	256	113,100	15,780	-	10,608	10,608	7,815	209	18,633	5,919	40,332		
201711	101	10	14	25	-	150	258	113,768	16,011	-	10,191	10,191	8,868	986	20,045	6,958	43,014		
201712	104	10	13	26	-	153	263	115,716	9,133	-	16,494	16,494	9,783	456	26,733	5,211	41,076		
201801	107	10	12	25	-	155	262	116,060	11,032	-	7,567	7,567	11,637	967	20,171	6,678	37,881		
201802	111	9	12	25	-	157	262	116,196	15,313	12,500	550	13,050	9,987	335	23,372	5,439	44,124		
201803	112	8	11	25	-	156	259	115,012	11,311	-	21,047	21,047	14,456	741	36,244	5,196	52,751		
201804	114	7	11	25	-	157	260	115,618	13,006	-	44,467	44,467	12,337	1,516	58,321	5,540	76,866		
201805	115	8	11	25	-	159	262	116,712	10,806	9,701	31,698	41,399	11,093	134	52,627	5,136	68,568		
201806	120	9	11	25	-	165	269	120,684	10,752	16,994	10,820	27,815	11,124	357	39,295	6,530	56,577		
201807	113	9	10	26	-	158	266	116,253	11,685	25,008	6,857	31,865	24,881	738	57,484	5,544	74,712		
201808	117	9	9	25	-	161	267	117,382	14,817	160,719	43,055	203,774	11,481	727	215,982	8,600	239,399		
201809	116	9	9	25	-	159	263	115,719	13,137	198	565	763	30,070	282	31,115	6,419	50,671		
TOTALS	1,332	108	137	302	-	1,880	3,147	1,392,221	152,782	225,121	203,921	429,041	163,532	7,448	600,022	73,167	825,972	262.47	0.593

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Confidential Information Statement

Group 00L075 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
201710	33	6	5	15	-	59	122	40,043	8,921	-	-	-	2,322	119	2,440	162	11,523		
201711	33	6	5	15	-	59	121	40,043	4,281	-	2,086	2,086	3,307	670	6,063	824	11,169		
201712	34	7	5	14	-	60	122	40,250	5,725	-	486	486	878	5,996	7,361	717	13,802		
201801	35	7	5	13	-	60	121	40,271	6,007	-	-	-	2,034	2,298	4,333	85	10,424		
201802	35	7	5	13	-	60	119	39,557	3,124	-	-	-	1,511	11	1,522	61	4,707		
201803	34	7	5	13	-	59	118	39,305	3,658	-	700	700	2,161	0	2,862	(22)	6,497		
201804	34	7	5	13	-	59	117	39,305	6,753	-	-	-	5,180	694	5,874	557	13,183		
201805	35	7	4	13	-	59	116	38,944	4,565	-	1,394	1,394	4,913	2	6,308	579	11,453		
201806	34	7	5	13	-	59	117	39,305	3,354	-	17,804	17,804	10,001	27	27,832	623	31,809		
201807	41	7	6	11	-	65	119	41,396	1,547	-	-	-	23,276	710	23,986	46	25,579		
201808	40	8	6	11	-	65	120	41,757	5,144	78,583	1,892	80,475	12,556	2,964	95,996	656	101,796		
201809	41	7	6	11	-	65	119	41,160	4,595	15,183	10,762	25,945	7,956	2	33,903	648	39,147		
TOTALS	428	83	62	155	-	728	1,431	481,334	57,674	93,767	35,124	128,890	76,096	13,493	218,479	4,935	281,088	196.49	0.584

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Confidential Information Statement

Group 000075 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
201710	132	31	10	24	-	197	316	179,221	43,340	946	20,395	21,341	33,501	3,507	58,348	14,583	116,271		
201711	130	31	10	24	-	195	314	177,488	41,667	8,051	32,567	40,618	24,468	1,729	66,815	21,509	129,990		
201712	131	31	10	24	-	196	316	178,186	46,599	42,311	25,243	67,555	40,759	2,706	111,019	23,361	180,980		
201801	127	31	10	23	-	191	310	173,861	42,774	15,661	23,908	39,569	42,378	2,310	84,258	18,722	145,753		
201802	126	31	10	23	-	190	306	173,510	59,824	125,671	103,150	228,821	28,098	3,190	260,109	14,827	334,760		
201803	126	31	9	23	-	189	304	171,954	64,246	43,860	48,081	91,940	24,235	2,039	118,215	20,322	202,783		
201804	127	29	10	23	-	189	302	171,071	54,800	55,199	18,644	73,843	30,336	3,636	107,815	13,964	176,579		
201805	126	28	10	24	-	188	303	171,001	50,131	198,977	70,208	269,184	44,866	2,119	316,170	26,696	392,997		
201806	126	28	10	23	-	187	300	169,745	47,835	37,908	24,548	62,455	33,655	2,066	98,176	24,578	170,589		
201807	136	30	10	22	-	198	308	177,757	47,123	-	21,088	21,088	44,970	1,876	67,934	24,898	139,955		
201808	137	30	10	22	-	199	308	178,072	57,898	8,861	42,705	51,566	32,965	2,264	86,795	26,501	171,194		
201809	138	29	10	22	-	199	308	177,583	56,084	27,295	17,214	44,509	33,708	1,639	79,855	24,018	159,958		
TOTALS	1,563	360	119	277	-	2,319	3,696	2,099,449	612,322	564,739	447,751	1,012,490	413,937	29,083	1,455,510	253,978	2,321,810	628.23	1.106

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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
201710	274	48	29	64	-	415	707	340,045	69,557	946	31,704	32,649	44,023	3,663	80,335	21,016	170,908		
201711	271	48	29	65	-	413	707	338,980	63,222	8,051	44,844	52,895	36,820	5,414	95,130	30,242	188,594		
201712	276	49	28	65	-	418	714	341,833	62,203	42,311	42,224	84,535	52,363	9,257	146,154	30,290	238,647		
201801	275	50	27	63	-	415	706	338,411	60,578	15,661	34,976	50,637	56,319	6,604	113,561	25,832	199,971		
201802	278	49	27	62	-	416	700	337,483	79,027	138,172	108,193	246,364	41,152	3,536	291,052	21,207	391,286		
201803	278	48	25	62	-	413	695	334,489	80,020	43,860	69,568	113,428	41,812	2,781	158,020	26,310	264,350		
201804	281	45	26	62	-	414	694	334,212	74,905	55,199	63,151	118,350	49,141	7,155	174,646	20,342	269,893		
201805	282	45	25	63	-	415	694	334,875	68,238	208,678	104,178	312,856	62,664	2,825	378,345	33,546	480,129		
201806	287	46	26	62	-	421	701	337,953	62,774	43,474	53,242	96,717	52,354	2,457	151,528	31,998	246,300		
201807	290	46	26	59	-	421	693	335,406	60,355	25,008	29,704	54,712	93,679	4,323	152,713	30,487	243,556		
201808	294	47	25	58	-	425	695	337,211	77,869	248,164	85,399	333,563	57,002	5,955	396,520	35,757	510,146		
201809	295	45	25	58	-	423	690	334,461	73,816	42,676	28,541	71,216	71,873	1,923	145,013	31,086	249,914		
TOTALS	3,380	566	318	743	-	5,009	8,396	4,045,359	832,565	872,199	695,723	1,567,922	659,203	55,893	2,283,017	338,112	3,453,694	411.37	0.854

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Confidential Information Statement

Group 00C075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml 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
201810	-	-	-	-	-	-	-	-	-	-	-	-	(86)	-	(86)	-	(86)		
201811	-	-	-	-	-	-	-	-	338	-	(459)	(459)	-	-	(459)	-	(121)		
201812	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201901	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201902	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201903	-	-	-	-	-	-	-	-	-	-	3,353	3,353	-	-	3,353	-	3,353		
201904	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201905	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201906	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201907	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201908	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201909	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTALS	-	-	-	-	-	-	-	-	338	-	2,893	2,893	(86)	-	2,807	-	3,146	-	-

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Confidential Information Statement

Group 00H075 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
201810	117	9	9	24	-	159	260	116,551	20,843	(2)	4,722	4,720	12,098	2,450	19,268	6,187	46,298		
201811	121	9	9	24	-	163	264	118,297	10,480	18,236	173	18,408	14,125	1,839	34,372	6,932	51,784		
201812	124	9	9	24	-	166	266	120,580	11,995	869	14,895	15,764	17,329	2,766	35,859	7,021	54,875		
201901	124	10	10	20	-	164	254	116,121	13,471	26,053	14,942	40,996	11,339	5,919	58,254	8,064	79,789		
201902	128	10	10	20	-	168	258	118,413	14,854	6,868	5,775	12,643	8,954	93	21,689	9,489	46,032		
201903	138	9	10	20	-	177	266	122,854	14,238	30,473	5,454	35,927	11,481	742	48,150	5,855	68,242		
201904	139	8	10	20	-	177	265	122,693	15,604	32,540	1,891	34,431	9,457	51	43,938	8,469	68,011		
201905	138	8	10	19	-	175	260	120,878	34,078	15,304	1,085	16,389	8,864	1,039	26,293	9,491	69,861		
201906	138	10	10	19	-	177	265	122,722	12,552	6,868	7,588	14,456	10,772	981	26,209	7,572	46,332		
201907	137	10	10	20	-	177	269	123,570	14,978	15,257	18,198	33,454	13,341	294	47,089	12,814	74,881		
201908	138	9	9	19	-	175	262	120,878	18,592	13,156	9,929	23,085	10,913	778	34,776	5,691	59,059		
201909	139	9	11	19	-	178	269	123,342	11,496	10,086	7,446	17,533	12,666	293	30,492	9,432	51,419		
TOTALS	1,581	110	117	248	-	2,056	3,157	1,446,900	193,180	175,706	92,099	267,805	141,338	17,245	426,388	97,017	716,585	227.00	0.495

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Confidential Information Statement

Group 00L075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid					Total Claims		Pharmacy & Supplies	Total Medical	PMPM	MLR
										Paid Inpatient	Outpatient	Total Facility	Professional	Other						
201810	40	7	7	11	-	65	121	41,757	7,790	-	245	245	4,551	32	4,828	741	13,359			
201811	41	7	6	11	-	65	120	41,396	9,300	-	19,433	19,433	2,460	2,340	24,233	698	34,230			
201812	42	7	5	11	-	65	119	41,303	7,309	7,354	2,731	10,086	3,962	1,110	15,158	857	23,324			
201901	42	8	5	13	-	68	129	43,910	6,516	-	1,252	-	831	(3)	2,080	220	8,816			
201902	42	8	5	13	-	68	129	43,691	5,580	695	1,023	1,718	2,126	1,666	5,510	(85)	11,005			
201903	42	8	5	14	-	69	131	45,129	7,054	28,826	220	29,046	12,631	199	41,876	580	49,510			
201904	43	8	6	14	-	71	138	46,236	7,835	-	12,372	12,372	1,520	(3)	13,889	613	22,336			
201905	43	8	6	14	-	71	138	46,236	10,172	-	1,893	1,893	4,014	2,818	8,724	586	19,482			
201906	43	8	6	14	-	71	138	46,236	9,279	-	1,529	1,529	3,395	131	5,055	1,049	15,383			
201907	43	8	6	13	-	70	134	45,141	8,609	-	1,403	1,403	2,017	(11)	3,409	603	12,621			
201908	40	8	7	13	-	68	131	44,632	5,585	5,294	2,700	7,993	2,718	1,685	12,396	1,389	19,370			
201909	40	8	7	13	-	68	131	44,397	4,316	-	4,674	4,674	4,629	1,556	10,860	1,102	16,277			
TOTALS	500	93	71	154	-	819	1,558	530,063	89,346	42,170	49,474	91,644	44,853	11,520	148,018	8,352	245,715	157.69	0.464	

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Confidential Information Statement

Group 000075 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
201810	136	29	10	21	-	196	301	174,654	51,454	39,430	85,015	124,445	27,011	229	151,686	17,879	221,018		
201811	137	28	10	21	-	196	300	173,793	32,511	70,732	14,493	85,225	25,764	4,337	115,326	25,988	173,825		
201812	137	28	10	20	-	195	296	172,631	53,449	-	70,220	70,220	35,525	478	106,223	24,360	184,032		
201901	135	27	10	22	-	194	302	173,723	53,781	34,807	53,127	87,933	20,711	12,085	120,729	25,821	200,330		
201902	135	27	10	22	-	194	302	173,773	58,906	869	48,661	49,530	39,477	858	89,865	21,023	169,794		
201903	135	26	10	22	-	193	300	172,491	48,013	-	19,691	19,691	27,959	3,634	51,284	22,410	121,708		
201904	134	26	10	22	-	192	299	171,445	40,750	15,026	58,938	73,963	36,443	477	110,883	23,081	174,714		
201905	132	24	10	22	-	188	294	167,934	39,802	138,757	35,264	174,022	44,637	7,746	226,405	26,621	292,829		
201906	132	24	10	21	-	187	291	166,422	27,921	8,384	27,718	36,103	20,812	2,411	59,326	22,591	109,838		
201907	133	24	11	20	-	188	290	166,523	29,303	36,886	16,213	53,099	31,241	2,762	87,102	23,172	139,578		
201908	134	25	11	21	-	191	296	170,282	42,594	(50,350)	14,812	(35,538)	28,669	3,638	(3,231)	24,802	64,165		
201909	136	24	11	21	-	192	297	170,445	38,290	42,006	35,265	77,271	33,483	3,564	114,318	19,169	171,777		
TOTALS	1,615	312	123	255	-	2,305	3,568	2,054,116	516,776	336,547	479,417	815,964	371,733	42,218	1,229,915	276,917	2,023,607	567.20	0.985

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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
201810	293	45	26	56	-	420	682	332,961	80,088	39,428	89,981	129,409	43,575	2,711	175,696	24,807	280,590		
201811	298	44	25	56	-	423	683	333,486	52,629	88,968	33,639	122,607	42,349	8,515	173,471	33,618	259,718		
201812	303	44	24	55	-	427	681	334,514	72,752	8,224	87,847	96,070	56,815	4,355	157,240	32,238	262,231		
201901	301	45	25	55	-	426	685	333,754	73,768	60,860	69,321	130,181	32,881	18,001	181,063	34,105	288,936		
201902	305	45	25	55	-	430	689	335,877	79,341	8,432	55,458	63,890	50,557	2,617	117,064	30,427	226,831		
201903	315	43	25	56	-	439	696	340,474	69,304	59,299	28,718	88,017	52,071	4,575	144,663	28,844	242,812		
201904	316	42	26	56	-	440	702	340,373	64,190	47,565	73,201	120,766	47,420	524	168,710	32,162	265,062		
201905	313	40	26	55	-	434	692	335,048	84,052	154,062	38,242	192,303	57,515	11,604	261,422	36,698	382,172		
201906	313	42	26	54	-	435	694	335,380	49,752	15,252	36,836	52,088	34,980	3,522	90,589	31,213	171,554		
201907	313	42	27	53	-	435	693	335,234	52,891	52,143	35,814	87,957	46,598	3,045	137,601	36,589	227,081		
201908	312	42	27	53	-	434	689	335,793	66,770	(31,900)	27,441	(4,459)	42,300	6,101	43,941	31,882	142,594		
201909	314	41	29	53	-	437	697	338,184	54,102	52,092	47,385	99,477	50,778	5,414	155,669	29,702	239,473		
TOTALS	3,696	515	311	657	-	5,179	8,283	4,031,079	799,639	554,423	623,883	1,178,306	557,838	70,984	1,807,128	382,285	2,989,053	360.88	0.742

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Florida Health Care Plan, Inc.

Prescription Analysis - Quarterly

CITY OF PORT ORANGE

Enter start date: 10/01/17
Enter end date: 09/30/18
Member Months: 8,396

Highest Claim Prescriptions			
Order	Drug Name	Number of Scripts	Total Paid Claims
1	ENBREL	10	\$33,845.80
2	ZYDELIG	5	\$31,783.59
3	JARDIANCE	75	\$25,637.04
4	NOVOLOG	42	\$20,039.58
5	TANZEUM	36	\$17,289.99
6	HUMULIN	11	\$12,500.74
7	TRADJENTA	32	\$9,599.68
8	ELIQUIS	21	\$8,599.94
9	ADDERALL	40	\$7,293.43
10	LEVEMIR	16	\$6,660.15

Florida Health Care Plan, Inc.

Prescription Analysis - Quarterly

CITY OF PORT ORANGE

Enter start date: 10/01/18
Enter end date: 09/30/19
Member Months: 8,283

Highest Claim Prescriptions			
Order	Drug Name	Number of Scripts	Total Paid Claims
1	ZYDELIG	11	\$66,561.13
2	ENBREL	11	\$32,376.65
3	FARXIGA	66	\$28,840.71
4	HUMULIN	15	\$25,944.38
5	NOVOLOG	48	\$20,126.30
6	BYDUREON	34	\$16,607.08
7	TRESIBA	40	\$9,934.10
8	LEVEMIR	20	\$8,403.57
9	ELIQUIS	19	\$7,664.66
10	ONGLYZA	22	\$6,907.45

A Proposal of Employee Benefits Coverage and Service

City of Port Orange



Benefits Team

Jessica Scott

Vice President

Kim Rodgers
Account Manager

Brandon Savage
Risk Analyst

Brenda Thurston
Marketing Manager

Proposal Date: March 28, 2017

Effective Date: July 1, 2017

Brown & Brown

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In addition to the Brown & Brown of Florida, Inc. Account Executive, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.
- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

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Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

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(800) 877-2769

(386) 252-9601

Address

Brown & Brown of Florida, Inc.
220 South Ridgewood Avenue
Daytona Beach, FL 32114

Website

www.bbinsurance.com

NYSE Listed: BRO

Disclaimer Information

The analysis of the following plans is a summary. You must refer to the contract and plan description for a full list of coverages and exclusions. In some instances broader coverage may be available. The rates in this proposal are based upon the census provided and the effective date shown. The final rates for these plans may vary if the census changes or if a different effective date is chosen. Each carrier has underwriting requirements which may impact the rates or cause the plan proposed to be withdrawn. The rates shown are not guaranteed. Executive summaries are created by Brown & Brown of Florida, Inc. and neither the carrier nor Brown & Brown of Florida, Inc. will be held responsible for typographical or clerical errors. This proposal is provided for your internal use only. The contents are made strictly to the client. No further use or distribution is authorized without our prior written consent. In some instances a pre-existing condition clause may apply. It is imperative that we be informed of any employee or dependent who is hospitalized or otherwise disabled and not actively at work on the effective date of any new contract. Coverage may not be available for these individuals. All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverages.

Brown and Brown of Florida, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question. If coverage is moving to another carrier, please do not cancel your inforce coverage until advised by Brown and Brown of Florida, Inc. Most carriers require a minimum of 30 days written notice to cancel coverage. Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision and avoid duplicate coverage. The network directories provided may contain doctors and facilities that are no longer participating with the insurance carriers' networks. We cannot be responsible for any changes to the directories that are not reflected. For a current list, you may look on the Internet or call the toll-free number provided in each of the directories. Brown & Brown representatives may from time to time provide guidance regarding certain legal requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice for legal requirements.

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverage's, other parties, such as excess and surplus lines broker, wholesale brokers, reinsurance intermediaries, underwriting managers, and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc. may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars other insured that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by the insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Request:

Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.

CURRENT GUIDE TO BEST'S RATINGS

Best's Rating:

Represents an opinion based on a company's financial strength, operating performance and market profile

Secure Best's Ratings: A++ to B+ (Superior to Good)

Vulnerable Best's Ratings: B to D (Fair to Poor)

Outlooks:

Positive = indicates possible rating upgrade due to favorable financial/market trend relative to the current rating level.

Not Rated Companies:

NR = Companies that are not rated by A.M. Best

Rating Modifiers:

u = Under Review (change in financial condition)

pd = Public Data (Insurers do not subscribe to Best's rating process)

s = Syndicate (operating at Lloyds)

Financial Size Categories:

Reflects the company's size based on its capital surplus and conditional reserve funds in millions of U.S. dollars, using the scale below:

FSC I less than 1	less than 1 mill	FSC IX	250 to 500
FSC II 1 to 2	1 to 2	FSC X	500 to 750
FSC III 2 to 5	2 to 5	FSC XI	750 to 1,000
FSC IV 5 to 10	5 to 10	FSC XII	1,000 to 1,250
FSC V 10 to 25	10 to 25	FSC XIII	1,250 to 1,500
FSC VI 25 to 50	25 to 50	FSC XIV	1,500 to 2,000
FSC VII 50 to 100	50 to 100	FSC XV	greater than 2,000
FSC VIII 100 to 250	100 to 250	" -- "	<i>unknown / not rated</i>

A.M. BEST'S INSURANCE RATINGS & CARRIER WEBSITES

The insurance company providing coverage has the following A.M. Best Financial Rating:

A++ to D = Highest to Lowest Rating

XV to I = Largest to Smallest Rating

Not Rated Companies:

NR = Not rated by A.M. Best

Carrier Name	Best's Rating for Stability	FSC Rating for Assets/ Surplus	Web Address	Provider Directory
Advantica Insurance Company Inc.	NR	NR	www.advanticabenefits.com	Yes
Aetna Health Inc.	A	XV	www.aetna.com	Yes
Ameritas Life Ins. Corp.	A	XIV	www.ameritas.com	Yes
Blue Cross & Blue Shield of Florida	A+	XV	www.floridablue.com	Yes
CIGNA HealthCare of FL, Inc.	A	XV	www.cigna.com	Yes
Florida Combined Life Insurance Company	A	VIII	www.bcbsfl.com	N/A
Florida Health Care Plan Inc	A+	XV	www.fhcp.com	Yes
Guardian Life Ins Co of America	A++	XV	www.glic.com	Yes
Health First Health Plans (Florida Hospital Care Adv)	NR	NR	www.health-first.org	Yes
Humana Health Insurance of Florida, Inc	A-	XV	www.humana.com	Yes
Lincoln Financial Group	A+	XV	www.lfg.com	Yes
Metropolitan Life Insurance Company	A+	XV	www.metlife.com	Yes
Mutual of Omaha Insurance Company	A+	XV	www.mutualofomaha.com	Yes
Reliance Standard Life Insurance Company	A+	XII	www.reliancestandard.com	Yes
Standard Insurance Company	A	XIII	www.standard.com	N/A
Sun Life Assurance Company of CA (U.S.)	A-	XV	www.sunlife.com	Yes
United Healthcare Insurance Company	A	XV	www.uhc.com	Yes
UNUM Life Insurance Company of America	A	XV	www.unum.com	N/A
Vision Service Plan	A	XII	www.vsp.com	Yes

**Carrier Requirements
Large Group (50 +)**

Cigna

Submission deadline is 15th of month prior
Group questionnaire required
Minimum participation is 75% all eligibles

Florida Hospital Care Adv

Submission deadline is 20th of month prior
Group questionnaire required
Minimum participation is 70% all eligibles

Florida Healthcare

Current

Humana

Submission deadline is 15th of month prior
Group questionnaire required (over 100), Individual questionnaire (50 - 99)
Minimum participation is 75% all eligibles

United Healthcare

Submission deadline is 20th of month prior
Group questionnaire required
Minimum participation is 75% all eligibles

Please Note:

If you are moving your coverage to a new carrier, please do not cancel your inforce coverage until advised by Brown & Brown of Florida, Inc.. Most carriers require a minimum of 30 days written notice to cancel coverage (even if it is at the anniversary of the policy). Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision to avoid duplicate coverage.

These deadlines represent the final date most carrier's will accept for the selected effective date, however it does not guarantee that implementation will be completed and ID cards will be delivered by the effective date.

CITY OF PORT ORANGE - ALL FULL TIME EMPLOYEES

July 1, 2017 - June 30, 2018

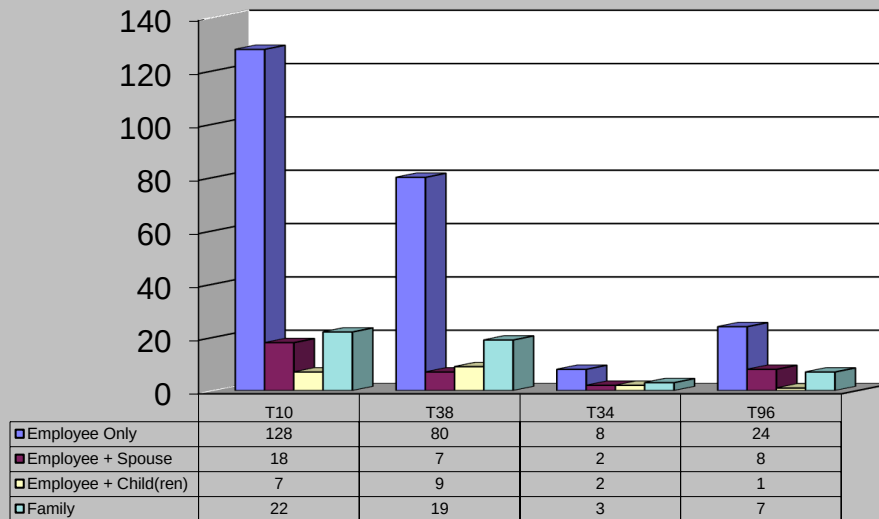
MEDICAL PARTICIPATION OVERVIEW

Enrollment Data	Current/Renewal	Current/Renewal	Current/Renewal	Current/Renewal	Total
	T10	T38	T34	T96	
Employee Only	128	80	8	24	240
Employee + Spouse	18	7	2	8	35
Employee + Child(ren)	7	9	2	1	19
Family	22	19	3	7	51
Total	175	115	15	40	345

Declining Medical (waivers only)	84
Participation	75.58%

(participation does not include employees with other coverage)

Active Employee Participation

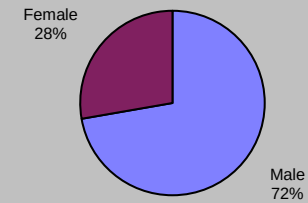


(Includes all eligible employees)

Male	Female
310	119

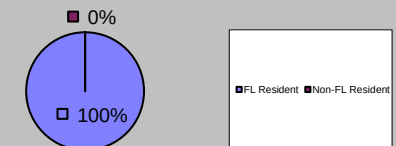
Average Age
44

Active Male / Female Ratio



FL Resident	429
Non-FL Resident	0

Florida Resident vs. Non-Resident



CITY OF PORT ORANGE - RETIREES

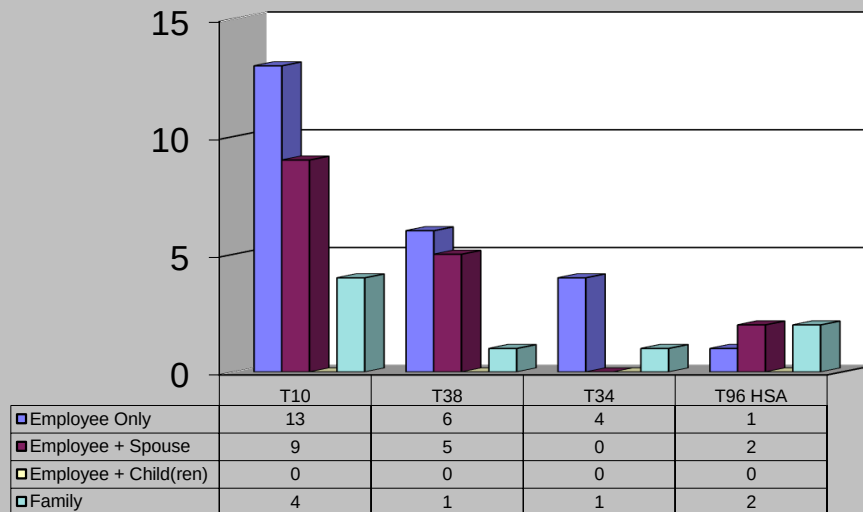
July 1, 2017 - June 30, 2018
MEDICAL PARTICIPATION OVERVIEW

Enrollment Data	Current/Renewal	Current/Renewal	Current/Renewal	Current/Renewal	Total
	T10	T38	T34	T96 HSA	
Employee Only	13	6	4	1	24
Employee + Spouse	9	5	0	2	16
Employee + Child(ren)	0	0	0	0	0
Family	4	1	1	2	8
Total	26	12	5	5	48

Declining Medical (waivers only)	23
Participation	67.61%

(participation does not include employees with other coverage)

Active Employee Participation

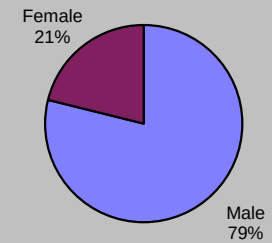


(Includes all eligible employees)

Male	Female
56	15

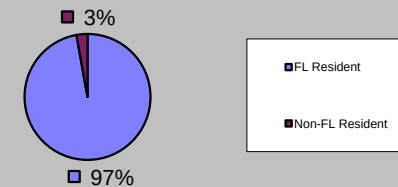
Average Age
61

Active Male / Female Ratio



FL Resident	69
Non-FL Resident	2

Florida Resident vs. Non-Resident



Marketing Summary

Medical

Aetna	Pending (Plan summaries)
Cigna	See proposal
Florida HealthCare	Current
Florida Hospital Care Adv	See proposal
Humana	See proposal
United HealthCare	See proposal

Current

Dental

Advantica	See proposal
Aetna	See proposal
Ameritas	See proposal
AXA	Pending
Florida Combined Life	Current
Cigna	See proposal
Delta Dental	Pending
Guardian	See proposal
Humana	See proposal
Lincoln	See proposal
MetLife	See proposal
Mutual of Omaha	See proposal
Principal	See proposal
Reliance Standard	See proposal
Standard	See proposal
SunLife	See proposal
United HealthCare	See proposal
UNUM	See proposal
VSP	N/A

Life

[illegible]

Vision

See proposal	
See proposal	
See proposal	
Pending	
N/A	
See proposal	
N/A	
DTQ (Claims)	
See proposal	
See proposal	
See proposal	
N/A	
See proposal	
See proposal	
N/A	
See proposal	
See proposal	
N/A	
Current	

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Current Renewal Revised Renewal																
Vendor	Florida Healthcare				Florida Healthcare				Florida Healthcare				Florida Healthcare			
Plan Name	T10				T38				T34				T96			
Plan Type	HMO				HMO				POS				POS HDHP-HSA			
Plan Details	Network				Network				Network				Network			
	Single		Family		Single		Family		Single		Family		Single		Family	
Plan Deductible:	\$0		\$0		\$500		\$1,000		\$0		\$0		\$1,300		\$2,600	
Embedded Deductible:	N/A				Yes				N/A				No			
Calendar or Policy Year:	Calendar				Calendar				Calendar				Calendar			
Coinsurance:	15%				20%				10%				20%			
Maximum Out-of-Pocket:	\$3,000		\$6,000		\$4,000		\$8,000		\$3,000		\$6,000		\$5,000		\$5,000	
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes				Yes, Yes, Yes				N/A, Yes, Yes				Yes, N/A, Yes			
Physician Services																
Office Visit:	\$20				\$25				\$20				Deductible + Coinsurance			
Specialist:	\$35				\$50				\$35				Deductible + Coinsurance			
Chiropractic:	\$15				\$25				\$15				Deductible + Coinsurance			
Hospital / Emergency Services																
Inpatient Hospital Per Admission:	\$200				Deductible + Coinsurance				\$250 / Day (Days 1 - 5)				Deductible + Coinsurance			
Emergency Room:	\$100				\$350				\$100				Deductible + Coinsurance			
Urgent Care:	\$60				\$100				\$60				Deductible + Coinsurance			
Outpatient Surgical Facility:	\$100				Deductible + Coinsurance				\$100				Deductible + Coinsurance			
Ambulatory Surgery Center:	\$100				Deductible + Coinsurance				\$100				Deductible + Coinsurance			
Diagnostic Services																
Lab, X-Ray & Diagnostics Outpatient:	\$0				\$0				\$0				Deductible + Coinsurance			
Advanced Imaging Services (MRI, MRA, PET, CT):	\$0				Deductible + Coinsurance				\$0				Deductible + Coinsurance			
Prescription Drug																
Deductible:	N/A				N/A				N/A				Calendar Year Deductible			
Prescription Tier	\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)				\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)				\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)				\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			
Mail Order Prescription (90 Day Supply):	\$6 / \$27 / \$87 / \$162 / N/A				\$6 / \$27 / \$87 / \$162 / N/A				\$6 / \$27 / \$87 / \$162 / N/A				\$6 / \$27 / \$87 / \$162 / N/A			
Non-Network Plan Details	Non-Network				Non-Network				Non-Network				Non-Network			
Plan Deductible:	N/A				N/A				\$2,000		\$4,000		\$2,600		\$5,200	
Coinsurance:	N/A				N/A				50%				40%			
Maximum Out-of-Pocket:	N/A				N/A				\$6,000		\$12,000		\$10,000		\$10,000	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A				N/A				N/A				N/A			
Plan Rates Current Enrollment		Current	Renewal	Revised		Current	Renewal	Revised		Current	Renewal	Revised		Current	Renewal	Revised
Employee:	143	\$658.21	\$736.54	\$697.70	91	\$540.60	\$606.18	\$573.04	13	\$662.81	\$743.06	\$702.58	24	\$444.68	\$497.71	\$471.56
Employee + Spouse:	25	\$1,162.40	\$1,300.72	\$1,232.14	11	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	8	\$785.31	\$878.95	\$832.78
Employee + Child(ren):	12	\$1,162.40	\$1,300.72	\$1,232.14	10	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	3	\$785.31	\$878.95	\$832.78
Family:	28	\$1,425.68	\$1,595.34	\$1,511.22	21	\$1,170.95	\$1,312.99	\$1,241.21	4	\$1,435.66	\$1,609.47	\$1,521.79	9	\$963.19	\$1,078.03	\$1,021.41
Estimated Monthly Premiums:	208	\$177,052	\$198,121	\$187,674	133	\$93,833	\$105,216	\$99,464	21	\$19,041	\$21,347	\$20,184	44	\$27,979	\$31,316	\$29,671
Estimated Annual Premiums:		\$2,124,622	\$2,377,457	\$2,252,093		\$1,126,002	\$1,262,593	\$1,193,566		\$228,495	\$256,160	\$242,205		\$335,753	\$375,789	\$356,049
Rate Change from Current (%):			11.9%	6.0%			12.1%	6.0%			12.1%	6.0%			11.9%	6.0%
		Current	Renewal	Revised												
Estimated Grand Total Annual Premiums:		\$3,814,873	\$4,271,999	\$4,043,913												
PEPY		\$9,396	\$10,522	\$9,960												
Rate Change from Current (%):			12.0%	6.0%												
Rate Change from Current (\$):			\$457,126	\$229,040												

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

T10 Alternates										
Vendor		Florida Healthcare			Florida Healthcare			Florida Healthcare		
Plan Name		T49			T45			T18		
Plan Type		HMO			HMO			HMO		
Plan Details		Network			Network			Network		
		Single		Family	Single		Family	Single		Family
Plan Deductible		\$0		\$0	\$0		\$0	\$250		\$750
Embedded Deductible:		N/A			N/A			Yes		
Calendar or Policy Year:		Calendar			Calendar			Calendar		
Coinsurance:		10%			15%			10%		
Maximum Out-of-Pocket:		\$4,000		\$8,000	\$5,000		\$10,000	\$4,000		\$8,000
(Includes Deductible, Copay, Rx)		N/A, Yes, Yes			N/A, Yes, Yes			Yes, Yes, Yes		
Physician Services										
Office Visit Copay:		\$20			\$20			\$20		
Specialist Copay:		\$35			\$35			\$35		
Chiropractic Copay:		Coinsurance			\$15			\$20		
Hospital / Emergency Services										
Inpatient Hospital Per Admission Copay:		Coinsurance			\$500 / Day (Days 1-5)			Deductible + Coinsurance		
Emergency Room Copay:		Coinsurance			\$100			\$100		
Urgent Care Copay:		Coinsurance			\$60			\$50		
Outpatient Surgical Facility Copay:		Coinsurance			\$200			Deductible + Coinsurance		
Ambulatory Surgery Center:		Coinsurance			\$200			Deductible + Coinsurance		
Diagnostic Services										
Lab, X-Ray & Diagnostics Outpatient:		\$0 (Lab), Coinsurance (X-Ray)			\$0			\$0 (Lab), \$35 (X-Ray)		
Advanced Imaging Services (MRI, MRA, PET, CT):		Coinsurance			\$0			\$75		
Prescription Drug										
Deductible:		N/A			N/A			N/A		
Prescription Tier		\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)		
Mail Order Prescription (90 Day Supply):		\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A		
Non-Network Plan Details		Non-Network			Non-Network			Non-Network		
Plan Deductible		N/A			N/A			N/A		
Coinsurance:		N/A			N/A			N/A		
Maximum Out-of-Pocket:		N/A			N/A			N/A		
Per Occurrence Deductible (Inpatient/Outpatient):		N/A			N/A			N/A		
Plan Rates Current Enrollment		Current		Alternate 1	Current		Alternate 2	Current		Alternate 3
Employee:	143	\$658.21		\$715.65	143	\$658.21		\$713.02	143	\$658.21
Employee + Spouse:	25	\$1,162.40		\$1,263.84	25	\$1,162.40		\$1,259.19	25	\$1,162.40
Employee + Child(ren):	12	\$1,162.40		\$1,263.84	12	\$1,162.40		\$1,259.19	12	\$1,162.40
Family:	28	\$1,425.68		\$1,550.10	28	\$1,425.68		\$1,544.40	28	\$1,425.68
Estimated Monthly Premiums:	208	\$177,052		\$192,503	208	\$177,052		\$191,795	208	\$177,052
Estimated Annual Premiums:		\$2,124,622		\$2,310,034		\$2,124,622		\$2,301,541		\$2,152,319
Rate Change from Current (%):		8.7%				8.3%				1.3%
Rate Change from Current (\$):		\$185,412				\$176,919				\$27,696

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

T38 Alternates										
Vendor		Florida Healthcare			Florida Healthcare			Florida Healthcare		
Plan Name		T44			T70			T64		
Plan Type		HMO			HMO			HMO		
Plan Details		Network			Network			Network		
		Single	Family		Single	Family		Single	Family	
Plan Deductible		\$1,000	\$2,000		\$1,500	\$4,500		\$2,000	\$4,000	
Embedded Deductible:		Yes			Yes			Yes		
Calendar or Policy Year:		Calendar			Calendar			Calendar		
Coinsurance:		20%			20%			30%		
Maximum Out-of-Pocket:		\$5,000	\$10,000		\$4,500	\$9,000		\$4,000	\$8,000	
(Includes Deductible, Copay, Rx)		Yes, Yes, Yes			Yes, Yes, Yes			Yes, Yes, Yes		
Physician Services										
Office Visit Copay:		\$30			\$30			\$20		
Specialist Copay:		\$50			\$55			\$35		
Chiropractic Copay:		\$15			\$30			Deductible + Coinsurance		
Hospital / Emergency Services										
Inpatient Hospital Per Admission Copay:		Deductible + Coinsurance			Deductible + Coinsurance			Deductible + Coinsurance		
Emergency Room Copay:		\$350			\$250			\$100		
Urgent Care Copay:		\$100			\$60			\$50		
Outpatient Surgical Facility Copay:		\$500			\$200			Deductible + Coinsurance		
Ambulatory Surgery Center:		\$300			\$200			Deductible + Coinsurance		
Diagnostic Services										
Lab, X-Ray & Diagnostics Outpatient:		\$0 (Lab), \$50 (X-Ray)			\$0 (Lab), \$50 (X-Ray)			\$0		
Advanced Imaging Services (MRI, MRA, PET, CT):		\$250			\$200			Deductible + Coinsurance		
Prescription Drug										
Deductible:		N/A			N/A			N/A		
Prescription Tier		\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)		
Mail Order Prescription (90 Day Supply):		\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A		
Non-Network Plan Details		Non-Network			Non-Network			Non-Network		
Plan Deductible		N/A			N/A			N/A		
Coinsurance:		N/A			N/A			N/A		
Maximum Out-of-Pocket:		N/A			N/A			N/A		
Per Occurrence Deductible (Inpatient/Outpatient):		N/A			N/A			N/A		
Plan Rates Current Enrollment		Current	Alternate 1		Current	Alternate 2		Current	Alternate 3	
Employee:	91	\$540.60	\$596.04	91	\$540.60	\$574.65	91	\$540.60	\$565.83	
Employee + Spouse:	11	\$954.71	\$1,052.60	11	\$954.71	\$1,014.83	11	\$954.71	\$999.26	
Employee + Child(ren):	10	\$954.71	\$1,052.60	10	\$954.71	\$1,014.83	10	\$954.71	\$999.26	
Family:	21	\$1,170.95	\$1,291.02	21	\$1,170.95	\$1,244.69	21	\$1,170.95	\$1,225.59	
Estimated Monthly Premiums:	133	\$93,833	\$103,456	133	\$93,833	\$99,743	133	\$93,833	\$98,212	
Estimated Annual Premiums:		\$1,126,002	\$1,241,468		\$1,126,002	\$1,196,917		\$1,126,002	\$1,178,549	
Rate Change from Current (%):			10.3%			6.3%			4.7%	
Rate Change from Current (\$):			\$115,466			\$70,915			\$52,547	

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

T34 Alternates						
Vendor	Florida Healthcare			Florida Healthcare		
Plan Name	T36			T37		
Plan Type	POS			POS		
Plan Details	Network			Network		
	Single	Family		Single	Family	
Plan Deductible	\$500	\$1,500		\$1,000	\$2,000	
Embedded Deductible:	Yes			Yes		
Calendar or Policy Year:	Calendar			Calendar		
Coinsurance:	10%			10%		
Maximum Out-of-Pocket:	\$3,000	\$6,000		\$4,000	\$8,000	
(Includes Deductible, Copay, Rx)	Yes, Yes, Yes			Yes, Yes, Yes		
Physician Services						
Office Visit Copay:	\$20			\$20		
Specialist Copay:	\$35			\$35		
Chiropractic Copay:	Deductible + Coinsurance			Deductible + Coinsurance		
Hospital / Emergency Services						
Inpatient Hospital Per Admission Copay:	Deductible + Coinsurance			Deductible + Coinsurance		
Emergency Room Copay:	\$100			Deductible + Coinsurance		
Urgent Care Copay:	\$50			Deductible + Coinsurance		
Outpatient Surgical Facility Copay:	Deductible + Coinsurance			Deductible + Coinsurance		
Ambulatory Surgery Center:	Deductible + Coinsurance			Deductible + Coinsurance		
Diagnostic Services						
Lab, X-Ray & Diagnostics Outpatient:	\$0			\$0		
Advanced Imaging Services (MRI, MRA, PET, CT):	\$150			Deductible + Coinsurance		
Prescription Drug						
Deductible:	N/A			N/A		
Prescription Tier	\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)		
Mail Order Prescription (90 Day Supply):	\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A		
Non-Network Plan Details	Non-Network			Non-Network		
Plan Deductible	\$1,500	\$3,000		\$2,000	\$4,000	
Coinsurance:	30%			30%		
Maximum Out-of-Pocket:	\$4,000	\$8,000		\$4,000	\$8,000	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A		
Plan Rates Current Enrollment						
		Current	Alternate 1		Current	Alternate 2
Employee:	13	\$662.81	\$700.02	13	\$662.81	\$625.98
Employee + Spouse:	2	\$1,170.53	\$1,236.24	2	\$1,170.53	\$1,105.49
Employee + Child(ren):	2	\$1,170.53	\$1,236.24	2	\$1,170.53	\$1,105.49
Family:	4	\$1,435.66	\$1,516.25	4	\$1,435.66	\$1,355.88
Estimated Monthly Premiums:	21	\$19,041	\$20,110	21	\$19,041	\$17,983
Estimated Annual Premiums:		\$228,495	\$241,323		\$228,495	\$215,799
Rate Change from Current (%):			5.6%			-5.6%
Rate Change from Current (\$):			\$12,827			-\$12,697

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

		T96 Alternate	
Vendor		Florida Healthcare	
Plan Name		T94	
Plan Type		POS HDHP-HSA	
Plan Details		Network	
		Single	Family
Plan Deductible		\$1,600	\$3,200
Embedded Deductible:		No	
Calendar or Policy Year:		Calendar	
Coinsurance:		20%	
Maximum Out-of-Pocket:		\$3,200	\$6,400
(Includes Deductible, Copay, Rx)		Yes, N/A, Yes	
Physician Services			
Office Visit Copay:		Deductible + Coinsurance	
Specialist Copay:		Deductible + Coinsurance	
Chiropractic Copay:		Deductible + Coinsurance	
Hospital / Emergency Services			
Inpatient Hospital Per Admission Copay:		Deductible + Coinsurance	
Emergency Room Copay:		Deductible + Coinsurance	
Urgent Care Copay:		Deductible + Coinsurance	
Outpatient Surgical Facility Copay:		Deductible + Coinsurance	
Ambulatory Surgery Center:		Deductible + Coinsurance	
Diagnostic Services			
Lab, X-Ray & Diagnostics Outpatient:		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):		Deductible + Coinsurance	
Prescription Drug			
Deductible:		Calendar Year Deductible	
Prescription Tier		\$3 / \$10 / \$30 / \$55 / \$125	
		(Walgreens - \$15 / \$35 / \$60 / N/A)	
Mail Order Prescription (90 Day Supply):		\$6 / \$27 / \$87 / \$162 / N/A	
Non-Network Plan Details		Non-Network	
Plan Deductible		\$3,000	\$6,000
Coinsurance:		40%	
Maximum Out-of-Pocket:		\$6,000	\$12,000
Per Occurrence Deductible (Inpatient/Outpatient):		N/A	
Plan Rates Current Enrollment		Current	Alternate 1
Employee:	24	\$444.68	\$495.40
Employee + Spouse:	8	\$785.31	\$874.88
Employee + Child(ren):	3	\$785.31	\$874.88
Family:	9	\$963.19	\$1,073.04
Estimated Monthly Premiums:	44	\$27,979	\$31,171
Estimated Annual Premiums:		\$335,753	\$374,048
Rate Change from Current (%):			11.4%
Rate Change from Current (\$):			\$38,294

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Option 1									
Vendor	Cigna			Cigna			Cigna		
Plan Name	Classic T10			Balance T38			Classic T34		
Plan Type	HMO			HMO			POS		
Plan Details	Network			Network			Network		
	Single	Family		Single	Family		Single	Family	
Plan Deductible	\$0	\$0		\$500	\$1,000		\$0	\$0	
Embedded Deductible:	N/A			Yes			N/A		
Calendar or Policy Year:	Calendar			Calendar			Calendar		
Coinsurance:	15%			20%			10%		
Maximum Out-of-Pocket:	\$3,000	\$6,000		\$4,000	\$8,000		\$3,000	\$6,000	
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		
Physician Services									
Office Visit:	\$20			\$25			\$20		
Specialist:	\$35			\$50			\$35		
Chiropractic:	\$20			\$25			\$20		
Hospital / Emergency Services									
Inpatient Hospital Per Admission:	\$200			Deductible + Coinsurance			\$250 / Day		
Emergency Room:	\$100			\$350			\$100		
Urgent Care:	\$60			\$100			\$60		
Outpatient Surgical Facility:	\$100			Deductible + Coinsurance			\$100		
Ambulatory Surgery Center:	\$100			Deductible + Coinsurance			\$100		
Diagnostic Services									
Lab, X-Ray & Diagnostics Outpatient:	\$0			\$0			\$0		
Advanced Imaging Services (MRI, MRA, PET, CT):	\$0			\$0			\$0		
Prescription Drug									
Deductible:	N/A			N/A			Calendar Year Deductible		
Prescription Tier	\$15 / \$35 / \$60 / \$100			\$15 / \$35 / \$60 / \$100			\$15 / \$35 / \$60 / \$100		
Mail Order Prescription (90 Day Supply):	2x's Copay			2x's Copay			2x's Copay		
Non-Network Plan Details	Non-Network			Non-Network			Non-Network		
Plan Deductible	N/A			N/A			\$500	\$1,000	\$2,600
Coinsurance:	N/A			N/A			50%		40%
Maximum Out-of-Pocket:	N/A			N/A			\$6,000	\$12,000	\$10,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A
Plan Rates Current Enrollment	Option 1								
Employee:	143	\$729.36	91	\$674.02	13	\$740.38	24	\$600.90	
Employee + Spouse:	25	\$1,290.36	11	\$1,192.42	2	\$1,309.87	8	\$1,063.01	
Employee + Child(ren):	12	\$1,290.36	10	\$1,192.42	2	\$1,309.87	3	\$1,063.01	
Family:	28	\$1,581.80	21	\$1,461.72	4	\$1,605.70	9	\$1,303.05	
Estimated Monthly Premiums:	208	\$196,332	133	\$117,073	21	\$21,287	44	\$37,842	
Estimated Annual Premiums:		\$2,355,986		\$1,404,873		\$255,447		\$454,106	

Option 1

*If your policy year claims run favorably, you can receive 50% of that savings as a dividend

Estimated Grand Total Annual Premiums:	\$4,470,412
PEPY	\$11,011
Rate Change from Current (%):	17.2%
Rate Change from Current (\$):	\$655,539

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Option 1												
Vendor	Florida Hospital Care Advantage			Florida Hospital Care Advantage			Florida Hospital Care Advantage			Florida Hospital Care Advantage		
Plan Name	CS T10			CS T38			2000 CS T34			CS T96		
Plan Type	HMO			HMO			POS			POS HDHP		
Plan Details	Network			Network			Network			Network		
	Single	Family		Single	Family		Single	Family		Single	Family	
Plan Deductible	\$0	\$0		\$500	\$1,000		\$0	\$0		\$1,300	\$2,600	
Embedded Deductible:	N/A			Yes			N/A			No		
Calendar or Policy Year:	Calendar			Calendar			Calendar			Calendar		
Coinsurance:	15%			20%			10%			20%		
Maximum Out-of-Pocket:	\$3,000	\$6,000		\$4,000	\$8,000		\$3,000	\$6,000		\$5,000	\$5,000	
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes			Yes, N/A, Yes		
Physician Services												
Office Visit:	\$20			\$20			\$20			Deductible + Coinsurance		
Specialist:	\$35			\$50			\$35			Deductible + Coinsurance		
Chiropractic:	\$15			\$25			\$15			Deductible + Coinsurance		
Hospital / Emergency Services												
Inpatient Hospital Per Admission:	\$200			Deductible + Coinsurance			\$250 / Day (Days 1-5)			Deductible + Coinsurance		
Emergency Room:	\$100			\$350			\$100			Deductible + Coinsurance		
Urgent Care:	\$60			\$100			\$60			Deductible + Coinsurance		
Outpatient Surgical Facility:	\$100			Deductible + Coinsurance			\$100			Deductible + Coinsurance		
Ambulatory Surgery Center:	\$100			Deductible + Coinsurance			\$100			Deductible + Coinsurance		
Diagnostic Services												
Lab, X-Ray & Diagnostics Outpatient:	\$0			\$0			\$0			Deductible + Coinsurance		
Advanced Imaging Services (MRI, MRA, PET, CT):	\$0			Deductible + Coinsurance			\$0			Deductible + Coinsurance		
Prescription Drug												
Deductible:	N/A			N/A			N/A			Calendar Year Deductible		
Prescription Tier	\$3 / \$10 / \$30 / \$55 / \$125			\$3 / \$10 / \$30 / \$55 / \$125			\$3 / \$10 / \$30 / \$55 / \$125			\$3 / \$10 / \$30 / \$55 / \$125		
Mail Order Prescription (90 Day Supply):	\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A		
Non-Network Plan Details	Non-Network			Non-Network			Non-Network			Non-Network		
Plan Deductible	N/A			N/A			\$2,000		\$4,000	\$2,600		\$5,200
Coinsurance:	N/A			N/A			50%			40%		
Maximum Out-of-Pocket:	N/A			N/A			\$6,000		\$12,000	\$10,000		\$10,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A			N/A		
Plan Rates Current Enrollment	Option 1											
Employee:	143	\$688.42	91	\$565.41	13	\$693.23	24	\$465.09				
Employee + Spouse:	25	\$1,215.75	11	\$998.53	2	\$1,224.26	8	\$821.36				
Employee + Child(ren):	12	\$1,215.75	10	\$998.53	2	\$1,224.26	3	\$821.36				
Family:	28	\$1,491.12	21	\$1,224.70	4	\$1,501.56	9	\$1,007.40				
Estimated Monthly Premiums:	208	\$185,178	133	\$98,140	21	\$19,915	44	\$29,264				
Estimated Annual Premiums:	\$2,222,138			\$1,177,682			\$238,983			\$351,165		
Rate Change from Current (%):												
	Option 1											
Estimated Grand Total Annual Premiums:	\$3,989,968											
PEPY	\$9,828											
Rate Change from Current (%):	4.6%											
Rate Change from Current (\$):	\$175,095											
										*Members enrolled in the POS plan have access to Halifax Health providers and facilities through the Multiplan Complimentary Network		

*Members enrolled in the POS plan have access to Halifax Health providers and facilities through the Multiplan Complimentary Network

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Option 1									
Vendor	Humana			Humana			Humana		
Plan Name	Plan 2 (T10)			Plan 1 (T38)			Plan 3 (T34)		
Plan Type	OA HMO			OA HMO			NPOS		
Plan Details	Network			Network			Network		
	Single	Family		Single	Family		Single	Family	
Plan Deductible	\$0	\$0		\$500	\$1,000		\$0	\$0	
Embedded Deductible:	N/A			Yes			N/A		
Calendar or Policy Year:	Calendar			Calendar			Calendar		
Coinsurance:	0%			20%			0%		
Maximum Out-of-Pocket:	\$3,000	\$6,000		\$4,000	\$8,000		\$3,000	\$6,000	
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		
Physician Services									
Office Visit:	\$20			\$25			\$20		
Specialist:	\$35			\$50			\$35		
Chiropractic:	\$35			\$50			\$35		
Hospital / Emergency Services									
Inpatient Hospital Per Admission:	\$200			Deductible + Coinsurance			\$250 / Day (Days 1-5)		
Emergency Room:	\$100			\$350			\$100		
Urgent Care:	\$60			\$100			\$60		
Outpatient Surgical Facility:	Deductible + Coinsurance			Deductible + Coinsurance			Deductible + Coinsurance		
Ambulatory Surgery Center:	Deductible + Coinsurance			Deductible + Coinsurance			Deductible + Coinsurance		
Diagnostic Services									
Lab, X-Ray & Diagnostics Outpatient:	\$0			\$0			\$0		
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance			Deductible + Coinsurance			Deductible + Coinsurance		
Prescription Drug									
Deductible:	N/A			N/A			N/A		
Prescription Tier	\$10 / \$30 / \$50 / \$125			\$10 / \$35 / \$55 / \$125			\$10 / \$30 / \$50 / 25%		
Mail Order Prescription (90 Day Supply):	2.5x's Copay			2.5x's Copay			2.5x's Copay		
Non-Network Plan Details	Non-Network			Non-Network			Non-Network		
Plan Deductible	N/A			N/A			\$3,000		
Coinsurance:	N/A			N/A			30%		
Maximum Out-of-Pocket:	N/A			N/A			\$6,000		
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		
Plan Rates Current Enrollment	Option 1								
Employee:	143	\$567.12	91	\$521.56	13	\$606.88	24	\$454.53	
Employee + Spouse:	25	\$1,134.23	11	\$1,043.13	2	\$1,213.77	8	\$909.07	
Employee + Child(ren):	12	\$1,077.52	10	\$990.97	2	\$1,153.08	3	\$863.62	
Family:	28	\$1,814.77	21	\$1,669.01	4	\$1,942.03	9	\$1,454.51	
Estimated Monthly Premiums:	208	\$173,198	133	\$103,895	21	\$20,391	44	\$33,863	
Estimated Annual Premiums:		\$2,078,373		\$1,246,744		\$244,695		\$406,353	
Rate Change from Current (%):									
		Option 1							
Estimated Grand Total Annual Premiums:		\$3,976,164							
PEPY		\$9,794							
Rate Change from Current (%):		4.2%							
Rate Change from Current (\$):		\$161,291							

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Option 1									
Vendor	United Healthcare			United Healthcare			United Healthcare		
Plan Name	Legacy AQML-M RX-158			Legacy AQN7-M RX-158			Legacy AQMP-M RX-158		
Plan Type	HMO			HMO			POS		
Plan Details	Network			Network			Network		
	Single	Family		Single	Family		Single	Family	
Plan Deductible	\$0	\$0		\$500	\$1,000		\$0	\$0	
Embedded Deductible:	N/A			Yes			N/A		
Calendar or Policy Year:	Calendar			Calendar			Calendar		
Coinsurance:	0%			20%			0%		
Maximum Out-of-Pocket:	\$3,000	\$6,000		\$4,000	\$8,000		\$3,000	\$6,000	
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		
Physician Services									
Office Visit:	\$20			\$25			\$20		
Specialist:	\$35			\$50			\$35		Deductible + Coinsurance
Chiropractic:	\$20			\$25			\$20		Deductible + Coinsurance
Hospital / Emergency Services									
Inpatient Hospital Per Admission:	\$200			Deductible + Coinsurance			\$250 / Day (Days 1-5)		Deductible + Coinsurance
Emergency Room:	\$100			\$350			\$100		Deductible + Coinsurance
Urgent Care:	\$60			\$100			\$60		Deductible + Coinsurance
Outpatient Surgical Facility:	\$100			Deductible + Coinsurance			\$100		Deductible + Coinsurance
Ambulatory Surgery Center:	\$100			Deductible + Coinsurance			\$100		Deductible + Coinsurance
Diagnostic Services									
Lab, X-Ray & Diagnostics Outpatient:	\$0			\$0			\$0		Deductible + Coinsurance
Advanced Imaging Services (MRI, MRA, PET, CT):	\$0			Deductible + Coinsurance			\$0		Deductible + Coinsurance
Prescription Drug									
Deductible:	N/A			N/A			N/A		Calendar Year Deductible
Prescription Tier	\$10 / \$35 / \$50			\$10 / \$35 / \$50			\$10 / \$35 / \$50		\$10 / \$35 / \$60
Mail Order Prescription (90 Day Supply):	2x's Copay			2x's Copay			2x's Copay		2.5x's Copay
Non-Network Plan Details	Non-Network			Non-Network			Non-Network		
Plan Deductible	N/A			N/A			\$2,000	\$4,000	\$2,600
Coinsurance:	N/A			N/A			50%		40%
Maximum Out-of-Pocket:	N/A			N/A			\$6,000	\$12,000	\$10,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A
Plan Rates Current Enrollment	Option 1								
Employee:	143	\$686.02	91	\$573.83	13	\$708.55	24	\$481.81	
Employee + Spouse:	25	\$1,211.52	11	\$1,013.39	2	\$1,251.31	8	\$850.89	
Employee + Child(ren):	12	\$1,211.52	10	\$1,013.39	2	\$1,251.31	3	\$850.89	
Family:	28	\$1,485.93	21	\$1,242.93	4	\$1,534.73	9	\$1,043.61	
Estimated Monthly Premiums:	208	\$184,533	133	\$99,601	21	\$20,355	44	\$30,316	
Estimated Annual Premiums:		\$2,214,398		\$1,195,215		\$244,264		\$363,789	
Rate Change from Current (%):									
		Option 1							
Estimated Grand Total Annual Premiums:		\$4,017,665							
PEPY		\$9,896							
Rate Change from Current (%):		5.3%							
Rate Change from Current (\$):		\$202,792							

*Performance Rewards - If the experience shows a positive balance versus the predetermined target, 50% of the premium balance is credited, up to 8% of the actual premium cost

*Medical rates will receive a 1.5% discount if packaged with dental & vision

Rates subject to final enrollment and underwriting

Executive Summary of Dental Coverage

City of Port Orange
July 1, 2017 - June 30, 2018

	Current Renewal		Option 1		Option 2	
Vendor	Florida Combined Life		Standard		Cigna	
Network:	Florida Combined Life		Ameritas		Cigna	
Plan Name:	PPO		PPO		DPPO	
Plan Details	Network		Network		Network	
	Single	Family	Single	Family	Single	Family
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 100% 50% 50%		100% 100% 50% 50%		100% 100% 50% 50% (Advantage) 100% 90% 50% 50%	
Deductible (Family Maximum):	\$25	\$75	\$25	\$75	\$25	\$75
Deductible Waived for Preventive:	Yes		Yes		Yes	
Calendar Year Maximum:	\$2,500		\$2,500		\$2,500 (Advantage) \$1,500	
Orthodontic Lifetime Maximum:	\$1,000		\$1,000		\$1,000	
Included Adult Ortho:	Yes		Yes		Yes	
Dental Services	Benefit Level	Frequency	Benefit Level	Frequency	Benefit Level	Frequency
Routine Exam & Cleaning:	Preventive	2 per year	Preventive	2 per year	Preventive	2 per year
Fluoride Treatment:	Preventive	2 per year, under 14	Preventive	2 per year, under 14	Preventive	1 per year, under 19
X-Ray (Bitewings):	Preventive	1 per year	Preventive	1 per year	Preventive	2 per year
X-Ray (Full Mouth):	Preventive	1 per 3 years	Preventive	1 per 3 years	Preventive	1 per 3 years
Sealants:	Preventive	under 17	Preventive	under 17	Preventive	1 per molar per 3 years, under 14
Fillings:	Basic	1 per tooth per year	Basic		Basic	
Oral Surgery (Simple):	Basic		Basic		Basic	
Oral Surgery (Complex):	Basic		Basic		Basic	
Root Canal Therapy:	Basic		Basic		Basic	
Periodontal Scaling:	Basic	1 per quadrant per 2 years	Basic		Basic	
Periodontal Surgery:	Major	1 per quadrant per 3 years	Major		Basic	
Crowns:	Major	1 per tooth per 5 years	Major	1 per tooth per 5 years	Major	1 per tooth per 5 years
Bridges:	Major	1 per 5 years	Major	1 per 5 years	Major	1 per 5 years
Dentures:	Major	1 per 5 years	Major	1 per 5 years	Major	1 per 5 years
Implants:	Major	1 per tooth per 5 years	Major		Major	
Non-Network Details	Non-Network		Non-Network		Non-Network	
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 90% 50% 50%		100% 90% 50% 50%		100% 90% 50% 50%	
Deductible (Family Maximum):	\$25	\$75	\$25	\$75	\$25	\$75
Deductible Waived for Preventive:	Yes		Yes		Yes	
Calendar Year Maximum:	\$1,500		\$1,500		\$1,500	
Percent of UCR:	90th		90th		90th	
Waiting Periods:	None		None		None	
Late Entrant Penalties:	Not permitted		12 months all except exams, cleanings & fluoride		12 months 50% coverage Major & Ortho	
Allows Annual Open Enrollment:	Yes		No		Yes	
Included Rollover:	No		No		No	
Employer Contribution:	100%		100%		100%	
Participation Requirement:	82%		100%		82%	
Rate Guarantee:	1 Year (07/01/2017 - 06/30/2018)		1 Year (07/01/2017 - 06/30/2018)		2 Years (07/01/2017 - 06/30/2019)	
Plan Rates Current Enrollment	Current	Renewal	Option 1	Option 2	Option 2	
Employee:	246	\$34.41	\$34.41	\$30.54	\$30.87	
Family:	161	\$93.39	\$93.39	\$82.86	\$83.76	
Total:	407					
Estimated Monthly Premiums:	\$23,501	\$23,501	\$20,853	\$21,079		
Estimated Annual Premiums:	\$282,008	\$282,008	\$250,240	\$252,953		
PEPY	\$693	\$693	\$615	\$622		
Rate Change from Current (%):	0.0%	0.0%	-11.3%	-10.3%		
Rate Change from Current (\$):		\$0	-\$31,768	-\$29,055		

Notes: *Dental must be sold with life

*Dental must be sold with life
*Advantage dentists offer the greatest discounts. Provider directory notes Advantage dentists

Executive Summary of Dental Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal				Option 3				Option 4			
Vendor	Florida Combined Life				Aetna				Reliance Standard			
Network:	Florida Combined Life				Aetna PPO II				Ameritas			
Plan Name:	PPO				Active PPO				PPO			
Plan Details	Network				Network				Network			
	Single	100% 100% 50% 50%		Family	Single	100% 100% 50% 50%		Family	Single	100% 100% 50% 50%		Family
Coinsurance Percentage (Preventive Basic Major Ortho):												
Deductible (Family Maximum):	\$25			\$75	\$25			\$75	\$25			\$75
Deductible Waived for Preventive:		Yes				Yes				Yes		
Calendar Year Maximum:		\$2,500				\$2,500				\$2,500		
Orthodontic Lifetime Maximum:		\$1,000				\$1,000				\$1,000		
Included Adult Ortho:		Yes				Yes				Yes		
Dental Services	Benefit Level	Frequency			Benefit Level	Frequency			Benefit Level	Frequency		
Routine Exam & Cleaning:	Preventive	2 per year			Preventive	2 per year			Preventive	2 per year		
Fluoride Treatment:	Preventive	2 per year, under 14			Preventive	1 per year, under 19			Preventive	2 per year, under 19		
X-Ray (Bitewings):	Preventive	1 per year			Preventive	1 per year			Preventive	1 per year		
X-Ray (Full Mouth):	Preventive	1 per 3 years			Preventive	1 per 3 years			Preventive	1 per 3 years		
Sealants:	Preventive	under 17			Basic	1 per molar per 3 years, under 16			Preventive	under 17		
Fillings:	Basic	1 per tooth per year			Basic				Basic			
Oral Surgery (Simple):	Basic				Basic				Basic			
Oral Surgery (Complex):	Basic				Basic				Basic			
Root Canal Therapy:	Basic				Basic				Basic			
Periodontal Scaling:	Basic	1 per quadrant per 2 years			Basic	1 per quadrant per 2 years			Basic	1 per quadrant per 2 years		
Periodontal Surgery:	Major	1 per quadrant per 3 years			Major	1 per quadrant per 3 years			Major	1 per quadrant per 3 years		
Crowns:	Major	1 per tooth per 5 years			Major	1 per tooth per 5 years			Major	1 per tooth per 5 years		
Bridges:	Major	1 per 5 years			Major	1 per 5 years			Major	1 per 5 years		
Dentures:	Major	1 per 5 years			Major	1 per 5 years			Major	1 per 5 years		
Implants:	Major	1 per tooth per 5 years			Major				Major	1 per tooth per 5 years		
Non-Network Details	Non-Network				Non-Network				Non-Network			
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 90% 50% 50%				100% 90% 50% 50%				100% 90% 50% 50%		
Deductible (Family Maximum):	\$25			\$75	\$25			\$75	\$25			\$75
Deductible Waived for Preventive:		Yes				Yes				Yes		
Calendar Year Maximum:		\$1,500				\$1,500				\$1,500		
Percent of UCR:		90th				90th				90th		
Waiting Periods:	None				None				None			
Late Entrant Penalties:	Not permitted				12 months Basic, Major & Ortho				12 months all except exams, cleanings & flouride			
Allows Annual Open Enrollment:	Yes				No				Yes			
Included Rollover:	No				No				No			
Employer Contribution:	100%				100%				0%			
Participation Requirement:	82%				82%				60%			
Rate Guarantee:	1 Year (07/01/2017 - 06/30/2018)				1 Year (07/01/2017 - 06/30/2018)				2 Years (07/01/2017 - 06/30/2019)			
Plan Rates Current Enrollment	Current		Renewal		Option 3		Option 4					
Employee:	246	\$34.41		\$34.41		\$30.86		\$30.88				
Family:	161	\$93.39		\$93.39		\$83.73		\$83.76				
Total:	407											
Estimated Monthly Premiums:		\$23,501		\$23,501		\$21,072		\$21,082				
Estimated Annual Premiums:		\$282,008		\$282,008		\$252,865		\$252,982				
PEPY		\$693		\$693		\$621		\$622				
Rate Change from Current (%):				0.0%		-10.3%		-10.3%				
Rate Change from Current (\$):				\$0		-\$29,143		-\$29,026				

Notes:

Executive Summary of Dental Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal				Option 5				Option 6			
Vendor	Florida Combined Life				MetLife				Advantica			
Network:	Florida Combined Life				MetLife				Advantica Plus DenteMax			
Plan Name:	PPO				PPO				PPO			
	Network				Network				Network			
Plan Details	Single			Family	Single			Family	Single			Family
Coinurance Percentage (Preventive Basic Major Ortho):	100% 100% 50% 50%				100% 100% 50% 50%				100% 100% 50% 50%			
Deductible (Family Maximum):	\$25			\$75	\$25			\$75	\$25			\$75
Deductible Waived for Preventive:		Yes				Yes				Yes		
Calendar Year Maximum:		\$2,500				\$2,500				\$2,500		
Orthodontic Lifetime Maximum:		\$1,000				\$1,000				\$1,000		
Included Adult Ortho:		Yes				Yes				Yes		
Dental Services	Benefit Level			Frequency	Benefit Level			Frequency	Benefit Level			Frequency
Routine Exam & Cleaning:	Preventive			2 per year	Preventive			2 per year	Preventive			1 per 6 months
Fluoride Treatment:	Preventive			2 per year, under 14	Preventive	1 per year, under 14			Preventive			1 per year, under 14
X-Ray (Bitewings):	Preventive			1 per year	Preventive	1 per year			Preventive			1 per year
X-Ray (Full Mouth):	Preventive			1 per 3 years	Preventive	1 per 3 years			Preventive			1 per 3 years
Sealants:	Preventive			under 17	Preventive	1 per molar per 5 years, under 17			Preventive			1 per molar per 3 years, under 16
Fillings:	Basic			1 per tooth per year	Basic	1 per tooth per 2 years			Basic			1 per tooth per 2 years
Oral Surgery (Simple):	Basic				Basic				Basic			
Oral Surgery (Complex):	Basic				Basic				Basic			
Root Canal Therapy:	Basic				Basic				Basic			
Periodontal Scaling:	Basic			1 per quadrant per 2 years	Basic	1 per quadrant per 2 years			Basic			1 per quadrant per 2 years
Periodontal Surgery:	Major			1 per quadrant per 3 years	Major	1 per quadrant per 3 years			Major			1 per quadrant per 3 years
Crowns:	Major			1 per tooth per 5 years	Major	1 per tooth per 5 years			Major			1 per tooth per 7 years
Bridges:	Major			1 per 5 years	Major	1 per 5 years			Major			1 per 7 years
Dentures:	Major			1 per 5 years	Major	1 per 5 years			Major			1 per 7 years
Implants:	Major			1 per tooth per 5 years	Major	1 per tooth per 5 years			Major			1 per tooth per 7 years
Non-Network Details	Non-Network				Non-Network				Non-Network			
Coinurance Percentage (Preventive Basic Major Ortho):	100% 90% 50% 50%				100% 90% 50% 50%				100% 90% 50% 50%			
Deductible (Family Maximum):	\$25			\$75	\$25			\$75	\$25			\$75
Deductible Waived for Preventive:		Yes				Yes				Yes		
Calendar Year Maximum:		\$1,500				\$1,500				\$1,500		
Percent of UCR:		90th				90th				90th		
Waiting Periods:	None				None				None			
Late Entrant Penalties:	Not permitted				Not permitted				Not permitted			
Allows Annual Open Enrollment:	Yes				Yes				Yes			
Included Rollover:	No				No				No			
Employer Contribution:	100%				Contributory				100%			
Participation Requirement:	82%				84%				100%			
Rate Guarantee:	1 Year (07/01/2017 - 06/30/2018)				2 Years (07/01/2017 - 06/30/2019)				2 Years (07/01/2017 - 06/30/2019)			
Plan Rates Current Enrollment	Current		Renewal		Option 5		Option 6					
Employee:	246	\$34.41		\$34.41		\$30.98		\$31.32				
Family:	161	\$93.39		\$93.39		\$84.05		\$84.97				
Total:	407											
Estimated Monthly Premiums:		\$23,501		\$23,501		\$21,153		\$21,385				
Estimated Annual Premiums:		\$282,008		\$282,008		\$253,838		\$256,619				
PEPY		\$693		\$693		\$624		\$631				
Rate Change from Current (%):		0.0%		0.0%		-10.0%		-9.0%				
Rate Change from Current (\$):		\$0		\$0		-\$28,170		-\$25,389				
Notes:						Packaged rates		Packaged rates				

Executive Summary of Dental Coverage

City of Port Orange
July 1, 2017 - June 30, 2018

	Current Renewal				Option 7				Option 8			
Vendor	Florida Combined Life				United Healthcare				Mutual of Omaha			
Network:	Florida Combined Life				United Healthcare				Mutual of Omaha			
Plan Name:	PPO				PPO				PPO			
Plan Details	Network				Network				Network			
Coinsurance Percentage (Preventive Basic Major Ortho):	Single	100% 100% 50% 50%	Family		Single	100% 100% 50% 50%	Family		Single	100% 100% 50% 50%	Family	
Deductible (Family Maximum):	\$25		\$75		\$25		\$75		\$25		\$75	
Deductible Waived for Preventive:		Yes				Yes				Yes		
Calendar Year Maximum:		\$2,500				\$2,500				\$2,500		
Orthodontic Lifetime Maximum:		\$1,000				\$1,000				\$1,000		
Included Adult Ortho:		Yes				Yes				Yes		
Dental Services	Benefit Level	Frequency			Benefit Level	Frequency			Benefit Level	Frequency		
Routine Exam & Cleaning:	Preventive	2 per year			Preventive	2 per year			Preventive	2 per year		
Fluoride Treatment:	Preventive	2 per year, under 14			Preventive	2 per year, under 16			Preventive	Dependent children		
X-Ray (Bitewings):	Preventive	1 per year			Preventive	1 per year			Preventive	1 per year		
X-Ray (Full Mouth):	Preventive	1 per 3 years			Preventive	1 per 3 years			Preventive	1 per 3 years		
Sealants:	Preventive	under 17			Basic	1 per molar per 3 years, under 16			Preventive	Dependent children		
Fillings:	Basic	1 per tooth per year			Basic				Basic			
Oral Surgery (Simple):	Basic				Basic				Basic			
Oral Surgery (Complex):	Basic				Basic				Major			
Root Canal Therapy:	Basic				Basic				Basic			
Periodontal Scaling:	Basic	1 per quadrant per 2 years			Basic	1 per quadrant per 2 years			Basic			
Periodontal Surgery:	Major	1 per quadrant per 3 years			Major	1 per quadrant per 3 years			Basic			
Crowns:	Major	1 per tooth per 5 years			Major	1 per tooth per 5 years			Major			
Bridges:	Major	1 per 5 years			Major	1 per 5 years			Major			
Dentures:	Major	1 per 5 years			Major	1 per 5 years			Major			
Implants:	Major	1 per tooth per 5 years			Major				Major			
Non-Network Details	Non-Network				Non-Network				Non-Network			
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 90% 50% 50%				100% 90% 50% 50%				100% 90% 50% 50%			
Deductible (Family Maximum):	\$25		\$75		\$25		\$75		\$25		\$75	
Deductible Waived for Preventive:		Yes				Yes				Yes		
Calendar Year Maximum:		\$1,500				\$1,500				\$1,500		
Percent of UCR:		90th				90th				90th		
Waiting Periods:	None				None				None			
Late Entrant Penalties:	Not permitted				Not permitted				12 months Basic, Major & Ortho			
Allows Annual Open Enrollment:	Yes				Yes				Yes			
Included Rollover:	No				No				No			
Employer Contribution:	100%				100%				100%			
Participation Requirement:	82%				75%				100%			
Rate Guarantee:	1 Year (07/01/2017 - 06/30/2018)				2 Years (07/01/2017 - 06/30/2019)				1 Year (07/01/2017 - 06/30/2018)			
Plan Rates Current Enrollment	Current		Renewal		Option 7		Option 8		Option 8		Option 8	
Employee:	246	\$34.41		\$34.41		\$31.83		\$32.00		\$32.00		\$32.00
Family:	161	\$93.39		\$93.39		\$86.36		\$87.00		\$87.00		\$87.00
Total:	407											
Estimated Monthly Premiums:	\$23,501		\$23,501		\$21,734		\$21,879		\$21,879		\$21,879	
Estimated Annual Premiums:	\$282,008		\$282,008		\$260,810		\$262,548		\$262,548		\$262,548	
PEPY	\$693		\$693		\$641		\$645		\$645		\$645	
Rate Change from Current (%):	0.0%		0.0%		-7.5%		-6.9%		-6.9%		-6.9%	
Rate Change from Current (\$):	\$0		\$0		-\$21,198		-\$19,460		-\$19,460		-\$19,460	

Notes:

Packaged rates

Executive Summary of Dental Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Vendor

Network:

Plan Name:

Plan Details

Coinsurance Percentage (Preventive | Basic | Major | Ortho):

Deductible (Family Maximum):

Deductible Waived for Preventive:

Calendar Year Maximum:

Orthodontic Lifetime Maximum:

Included Adult Ortho:

Dental Services

Routine Exam & Cleaning:

Fluoride Treatment:

X-Ray (Bitewings):

X-Ray (Full Mouth):

Sealants:

Fillings:

Oral Surgery (Simple):

Oral Surgery (Complex):

Root Canal Therapy:

Periodontal Scaling:

Periodontal Surgery:

Crowns:

Bridges:

Dentures:

Implants:

Non-Network Details

Coinsurance Percentage (Preventive | Basic | Major | Ortho):

Deductible (Family Maximum):

Deductible Waived for Preventive:

Calendar Year Maximum:

Percent of UCR:

Waiting Periods:

Late Entrant Penalties:

Allows Annual Open Enrollment:

Included Rollover:

Employer Contribution:

Participation Requirement:

Rate Guarantee:

Plan Rates | Current Enrollment

Employee: 246

Family: 161

Total: 407

Estimated Monthly Premiums:

Estimated Annual Premiums:

PEPY

Rate Change from Current (%):

Rate Change from Current (\$):

Notes:

Current | Renewal

Florida Combined Life

Florida Combined Life

PPO

Network

Single

Family

100% | 100% | 50% | 50%

\$25

\$75

Yes

\$2,500

\$1,000

Yes

Benefit Level

Frequency

Preventive

2 per year

Preventive

2 per year, under 14

Preventive

1 per year

Preventive

1 per 3 years

Preventive

under 17

Basic

1 per tooth per year

Basic

Basic

Basic

Basic

Basic

Major

Major

Major

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Major

Preventive

2 per year

Preventive

2 per year, under 14

Preventive

1 per year

Preventive

1 per 3 years

Preventive

under 17

Basic

1 per tooth per year

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Major

Preventive

2 per year

Preventive

2 per year, under 14

Preventive

1 per year

Preventive

1 per 3 years

Preventive

under 17

Basic

1 per tooth per year

Basic

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Preventive

2 per year

Preventive

2 per year, under 14

Preventive

1 per year

Preventive

1 per 3 years

Preventive

under 17

Basic

1 per tooth per year

Basic

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Preventive

2 per year

Preventive

2 per year, under 14

Executive Summary of Dental Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Vendor

Network:

Plan Name:

Plan Details

Coinsurance Percentage (Preventive | Basic | Major | Ortho):

Deductible (Family Maximum):

Deductible Waived for Preventive:

Calendar Year Maximum:

Orthodontic Lifetime Maximum:

Included Adult Ortho:

Dental Services

Routine Exam & Cleaning:

Fluoride Treatment:

X-Ray (Bitewings):

X-Ray (Full Mouth):

Sealants:

Fillings:

Oral Surgery (Simple):

Oral Surgery (Complex):

Root Canal Therapy:

Periodontal Scaling:

Periodontal Surgery:

Crowns:

Bridges:

Dentures:

Implants:

Non-Network Details

Coinsurance Percentage (Preventive | Basic | Major | Ortho):

Deductible (Family Maximum):

Deductible Waived for Preventive:

Calendar Year Maximum:

Percent of UCR:

Waiting Periods:

Late Entrant Penalties:

Allows Annual Open Enrollment:

Included Rollover:

Employer Contribution:

Participation Requirement:

Rate Guarantee:

Plan Rates | Current Enrollment

Employee: 246

Family: 161

Total: 407

Estimated Monthly Premiums:

Estimated Annual Premiums:

PEPY

Rate Change from Current (%):

Rate Change from Current (\$):

Notes:

Current | Renewal

Florida Combined Life

Florida Combined Life

PPO

Network

Single

Family

\$25

\$75

Yes

\$2,500

\$1,000

Yes

Benefit Level

Frequency

Preventive

2 per year

Preventive

2 per year, under 14

Preventive

1 per year

Preventive

1 per 3 years

Preventive

under 17

Basic

1 per tooth per year

Basic

Basic

Basic

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Option 11

Unum

United Concordia

PPO

Network

Single

Family

\$25

\$75

Yes

\$2,500

\$1,000

Yes

Benefit Level

Frequency

Preventive

2 per year

Preventive

1 per year, under 14

Preventive

1 per year (<19), 1 per 18 mnths (19+)

Preventive

1 per 5 years

Basic

1 per molar per 3 years, under 16

Basic

1 per tooth per 2 years

Basic

Basic

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Basic

Packaged rates

Option 12

SunLife

Assurant

PPO

Network

Single

Family

\$25

\$75

Yes

\$2,500

\$1,000

No

Benefit Level

Frequency

Preventive

2 per year

Preventive

1 per 6 months, under 14

Preventive

1 per year

Preventive

1 per 3 years

Preventive

under 16

Basic

1 per tooth per 2 years

Basic

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Packaged rates

Executive Summary of Dental Coverage

City of Port Orange
July 1, 2017 - June 30, 2018

	Current Renewal				Option 13				Option 14			
Vendor	Florida Combined Life				Lincoln Financial				Guardian			
Network:	Florida Combined Life				Lincoln				DentalGuard Preferred			
Plan Name:	PPO				PPO				PPO			
Plan Details	Network				Network				Network			
	Single	100% 100% 50% 50%	Family		Single	100% 100% 50% 50%	Family		Single	100% 100% 60% 50%	Family	
Coinsurance Percentage (Preventive Basic Major Ortho):												
Deductible (Family Maximum):	\$25		\$75		\$25		\$75		\$25		\$75	
Deductible Waived for Preventive:		Yes				Yes				Yes		
Calendar Year Maximum:		\$2,500				\$2,500				\$2,000		
Orthodontic Lifetime Maximum:		\$1,000				\$1,000				\$1,000		
Included Adult Ortho:		Yes				Yes				Yes		
Dental Services	Benefit Level		Frequency		Benefit Level		Frequency		Benefit Level		Frequency	
Routine Exam & Cleaning:	Preventive		2 per year		Preventive		2 per year		Preventive		2 per year	
Fluoride Treatment:	Preventive		2 per year, under 14		Preventive		2 per year, under 14		Preventive		2 per year, under 14	
X-Ray (Bitewings):	Preventive		1 per year		Preventive		1 per year		Preventive		1 per year	
X-Ray (Full Mouth):	Preventive		1 per 3 years		Basic		1 per 3 years		Preventive		1 per 3 years	
Sealants:	Preventive		under 17		Basic		1 per molar per 5 years, under 16		Preventive		1 per molar per 3 years, under 16	
Fillings:	Basic		1 per tooth per year		Basic		1 per tooth per 2 years		Basic			
Oral Surgery (Simple):	Basic				Basic				Basic			
Oral Surgery (Complex):	Basic				Basic				Basic			
Root Canal Therapy:	Basic				Basic				Basic			
Periodontal Scaling:	Basic		1 per quadrant per 2 years		Basic		1 per quadrant per 2 years		Basic			
Periodontal Surgery:	Major		1 per quadrant per 3 years		Major		1 per quadrant per 3 years		Major			
Crowns:	Major		1 per tooth per 5 years		Major		1 per tooth per 5 years		Major		1 per tooth per 5 years	
Bridges:	Major		1 per 5 years		Major		1 per 5 years		Major		1 per 5 years	
Dentures:	Major		1 per 5 years		Major		1 per 5 years		Major		1 per 5 years	
Implants:	Major		1 per tooth per 5 years		Major		1 per tooth per 10 years		Major			
Non-Network Details	Non-Network				Non-Network				Non-Network			
		100% 90% 50% 50%				100% 90% 50% 50%				100% 80% 50% 50%		
Coinsurance Percentage (Preventive Basic Major Ortho):												
Deductible (Family Maximum):	\$25		\$75		\$25		\$75		\$25		\$75	
Deductible Waived for Preventive:		Yes				Yes				Yes		
Calendar Year Maximum:		\$1,500				\$1,500				\$1,500		
Percent of UCR:		90th				90th				90th		
Waiting Periods:		None				None				None		
Late Entrant Penalties:		Not permitted				12 months Basic, Major & Ortho				Not permitted		
Allows Annual Open Enrollment:		Yes				Yes				Yes		
Included Rollover:		No				No				No		
Employer Contribution:		100%				100%				Contributory		
Participation Requirement:		82%				100%				82%		
Rate Guarantee:		1 Year (07/01/2017 - 06/30/2018)				1 Year (07/01/2017 - 06/30/2018)				1 Year (07/01/2017 - 06/30/2018)		
Plan Rates Current Enrollment	Current		Renewal		Option 13		Option 14		Option 13		Option 14	
Employee:	246	\$34.41		\$34.41		\$33.01		\$34.28		\$33.01		\$34.28
Family:	161	\$93.39		\$93.39		\$89.57		\$93.01				
Total:	407											
Estimated Monthly Premiums:		\$23,501		\$23,501		\$22,541		\$23,407				
Estimated Annual Premiums:		\$282,008		\$282,008		\$270,495		\$280,890				
PEPY		\$693		\$693		\$665		\$690				
Rate Change from Current (%):				0.0%		-4.1%		-0.4%				
Rate Change from Current (\$):				\$0		-\$11,513		-\$1,118				

Notes: Packaged rates

Executive Summary of Dental Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal					Option 15				
Vendor	Florida Combined Life					Humana				
Network:	Florida Combined Life					Humana				
Plan Name:	PPO					PPO				
	Network					Network				
Plan Details	Single	100% 100% 50% 50%			Family	Single	100% 100% 50% 50%			Family
Coinsurance Percentage (Preventive Basic Major Ortho):										
Deductible (Family Maximum):	\$25				\$75	\$25				\$75
Deductible Waived for Preventive:		Yes					Yes			
Calendar Year Maximum:		\$2,500					\$2,500			
Orthodontic Lifetime Maximum:		\$1,000					\$1,000			
Included Adult Ortho:		Yes					Yes			
Dental Services	Benefit Level	Frequency				Benefit Level	Frequency			
Routine Exam & Cleaning:	Preventive	2 per year				Preventive	2 per year			
Fluoride Treatment:	Preventive	2 per year, under 14				Preventive	1 per year, under 14			
X-Ray (Bitewings):	Preventive	1 per year				Preventive	1 per year			
X-Ray (Full Mouth):	Preventive	1 per 3 years				Preventive	1 per year			
Sealants:	Preventive	under 17				Preventive	under 14			
Fillings:	Basic	1 per tooth per year				Basic	1 per 2 years			
Oral Surgery (Simple):	Basic					Basic				
Oral Surgery (Complex):	Basic					Basic				
Root Canal Therapy:	Basic					Basic	1 per tooth per lifetime			
Periodontal Scaling:	Basic	1 per quadrant per 2 years				Basic	1 per quadrant per 3 years			
Periodontal Surgery:	Major	1 per quadrant per 3 years				Basic	1 per quadrant per 3 years			
Crowns:	Major	1 per tooth per 5 years				Major	1 per tooth per 5 years			
Bridges	Major	1 per 5 years				Major	1 per 5 years			
Dentures:	Major	1 per 5 years				Major	1 per 5 years			
Implants:	Major	1 per tooth per 5 years				Major	1 per tooth per 5 years			
Non-Network Details	Non-Network					Non-Network				
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 90% 50% 50%					100% 90% 50% 50%			
Deductible (Family Maximum):	\$25				\$75	\$25				\$75
Deductible Waived for Preventive:		Yes					Yes			
Calendar Year Maximum:		\$1,500					\$1,500			
Percent of UCR:		90th					90th			
Waiting Periods:		None					None			
Late Entrant Penalties:		Not permitted					12 months Basic, Major & Ortho			
Allows Annual Open Enrollment:		Yes					Yes			
Included Rollover:		No					No			
Employer Contribution:		100%					Contributory			
Participation Requirement:		82%					50%			
Rate Guarantee:		1 Year (07/01/2017 - 06/30/2018)					1 Year (07/01/2017 - 06/30/2018)			
Plan Rates Current Enrollment	Current		Renewal			Option 15				
Employee:	246	\$34.41	\$34.41				\$27.76			
Family:	161	\$93.39	\$93.39				\$105.51			
Total:	407									
Estimated Monthly Premiums:		\$23,501	\$23,501				\$23,816			
Estimated Annual Premiums:		\$282,008	\$282,008				\$285,793			
PEPY		\$693	\$693				\$702			
Rate Change from Current (%):			0.0%				1.3%			
Rate Change from Current (\$):			\$0				\$3,785			

Notes:

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal		Option 1	Option 2	Option 3
Vendor	VSP		Advantica	Cigna	Aetna
Network	VSP Choice		Advantica	Cigna	Aetna Vision
Plan Name	PPO Vision		Select Plus 150	PPO	PPO
Copays	Network		Network	Network	Network
Exam:	\$10		\$10	\$10	\$10
Materials:	\$25		\$25	\$25	\$25
Frequencies					
Exams:	12 months		12 months	12 months	12 months
Lenses:	12 months		12 months	12 months	12 months
Frames:	24 months		24 months	24 months	24 months
Contacts:	12 months		12 months	12 months	12 months
Allowances					
Frames:	\$130* (20% off balance)		\$150	\$130* (20% off balance)	\$130* (20% off balance)
Contact (Elective):	\$130		\$150	\$130	\$130
Contact (Medically Necessary):	\$130		\$250	Covered in Full	Covered in Full
Non-Network Details	Non-Network		Non-Network	Non-Network	Non-Network
Exam:	up to \$45		up to \$40	up to \$45	up to \$25
Single Vision:	up to \$30		up to \$20	up to \$40	up to \$10
Bifocal:	up to \$50		up to \$40	up to \$65	up to \$25
Trifocal:	up to \$65		up to \$60	up to \$75	up to \$55
Frames:	up to \$70		up to \$60	up to \$71	up to \$90
Contact (Elective):	up to \$105		up to \$80	up to \$105	up to \$90
Contact (Medically Necessary):	up to \$105		up to \$250	up to \$210	up to \$200
Employer Contribution:	0%		0%	0%	0%
Participation Requirement:	58%		2 enrolled	15%	10 enrolled
Rate Guarantee:	1 Year (07/01/2017 - 6/30/2018)		2 Years (07/01/2017 - 6/30/2019)	2 Years (07/01/2017 - 6/30/2019)	2 Years (07/01/2017 - 6/30/2019)
Plan Rates Current Enrollment		Current Renewal	Option 1	Option 2	Option 3
Employee:	145	\$7.01 \$7.01	\$4.88	\$5.29	\$5.70
Employee + 1:	54	\$10.16 \$10.16	\$9.27	\$10.11	\$10.84
Family:	50	\$18.21 \$18.21	\$14.41	\$16.44	\$15.82
Total:	249				
Estimated Monthly Premiums:	\$2,476 \$2,476		\$1,929	\$2,135	\$2,203
Estimated Annual Premiums:	\$29,707 \$29,707		\$23,144	\$25,620	\$26,434
PEPY	\$119		\$93	\$103	\$106
Rate Change from Current (%):	0.0%		-22.1%	-13.8%	-11.0%
Rate Change from Current (\$):	\$0		-\$6,563	-\$4,087	-\$3,273

Notes:

*\$150 allowance for featured frames

Packaged rates

*Must be sold with Dental & Life

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal		Option 4	Option 5	Option 6
Vendor	VSP		MetLife	United Healthcare	SunLife
Network	VSP Choice		MetLife	United Healthcare	VSP
Plan Name	PPO Vision		M130D	PPO	PPO
Copays	Network		Network	Network	Network
Exam:	\$10		\$10	\$10	\$10
Materials:	\$25		\$25	\$25	\$25
Frequencies					
Exams:	12 months		12 months	12 months	12 months
Lenses:	12 months		12 months	12 months	12 months
Frames:	24 months		24 months	24 months	24 months
Contacts:	12 months		12 months	12 months	12 months
Allowances					
Frames:	\$130* (20% off balance)		\$130* (20% off balance)	\$130 (30% off balance)	\$130 (20% off balance)
Contact (Elective):	\$130		\$130	\$130	\$130
Contact (Medically Necessary):	\$130		Covered in Full	Covered in Full	Covered in Full
Non-Network Details	Non-Network		Non-Network	Non-Network	Non-Network
Exam:	up to \$45		up to \$45	up to \$40	up to \$52
Single Vision:	up to \$30		up to \$30	up to \$40	up to \$55
Bifocal:	up to \$50		up to \$50	up to \$60	up to \$75
Trifocal:	up to \$65		up to \$65	up to \$80	up to \$95
Frames:	up to \$70		up to \$70	up to \$45	up to \$57
Contact (Elective):	up to \$105		up to \$105	up to \$130	up to \$105
Contact (Medically Necessary):	up to \$105		up to \$210	up to \$210	up to \$210
Employer Contribution:	0%		0%	0%	0%
Participation Requirement:	58%		58%	N/A	58%
Rate Guarantee:	1 Year (07/01/2017 - 6/30/2018)		2 Years (07/01/2017 - 6/30/2019)	3 Years (07/01/2017 - 6/30/2020)	2 Years (07/01/2017 - 6/30/2019)
Plan Rates Current Enrollment		Current Renewal	Option 4	Option 5	Option 6
Employee:	145	\$7.01 \$7.01	\$6.26	\$6.29	\$6.31
Employee + 1:	54	\$10.16 \$10.16	\$9.08	\$9.12	\$9.14
Family:	50	\$18.21 \$18.21	\$16.27	\$16.35	\$16.39
Total:	249				
Estimated Monthly Premiums:	\$2,476 \$2,476		\$2,212	\$2,222	\$2,228
Estimated Annual Premiums:	\$29,707 \$29,707		\$26,538	\$26,664	\$26,736
PEPY	\$119		\$107	\$107	\$107
Rate Change from Current (%):	0.0%		-10.7%	-10.2%	-10.0%
Rate Change from Current (\$):	\$0		-\$3,169	-\$3,043	-\$2,971

Notes: *\$150 allowance for featured frames

Packaged rates

Packaged rates

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal		Option 7	Option 8	Option 9
Vendor	VSP		Lincoln Financial	Humana	Principal
Network	VSP Choice		Lincoln Vision Connect	Humana	VSP Choice
Plan Name	PPO Vision		PPO	PPO	Focus
Copays	Network		Network	Network	Network
Exam:	\$10		\$10	\$10	\$10
Materials:	\$25		\$25	\$10	\$25
Frequencies					
Exams:	12 months		12 months	12 months	12 months
Lenses:	12 months		12 months	12 months	12 months
Frames:	24 months		24 months	24 months	24 months
Contacts:	12 months		12 months	12 months	12 months
Allowances					
Frames:	\$130* (20% off balance)		\$130 (30% off balance)	\$160 (20% off balance)	\$150 (20% off balance)
Contact (Elective):	\$130		\$125	\$160 (15% off balance)	\$150
Contact (Medically Necessary):	\$130		Covered in Full	Covered in Full	Covered in Full
Non-Network Details	Non-Network		Non-Network	Non-Network	Non-Network
Exam:	up to \$45		up to \$40	up to \$30	up to \$45
Single Vision:	up to \$30		up to \$40	up to \$25	up to \$30
Bifocal:	up to \$50		up to \$60	up to \$40	up to \$50
Trifocal:	up to \$65		up to \$80	up to \$60	up to \$65
Frames:	up to \$70		up to \$45	up to \$80	up to \$70
Contact (Elective):	up to \$105		up to \$125	up to \$128	up to \$105
Contact (Medically Necessary):	up to \$105		up to \$210	up to \$210	up to \$210
Employer Contribution:	0%		0%	0%	0%
Participation Requirement:	58%		2 enrolled	50%	20%
Rate Guarantee:	1 Year (07/01/2017 - 6/30/2018)		2 Years (07/01/2017 - 6/30/2019)	2 Years (07/01/2017 - 6/30/2019)	1 Year (07/01/2017 - 6/30/2018)
Plan Rates Current Enrollment		Current Renewal	Option 7	Option 8	Option 9
Employee:	145	\$7.01 \$7.01	\$5.84	\$6.76	\$7.01
Employee + 1:	54	\$10.16 \$10.16	\$10.65	\$9.80	\$10.16
Family:	50	\$18.21 \$18.21	\$18.45	\$17.58	\$18.21
Total:	249				
Estimated Monthly Premiums:	\$2,476 \$2,476		\$2,344	\$2,388	\$2,476
Estimated Annual Premiums:	\$29,707 \$29,707		\$28,133	\$28,661	\$29,707
PEPY	\$119		\$113	\$115	\$119
Rate Change from Current (%):	0.0%		-5.3%	-3.5%	0.0%
Rate Change from Current (\$):	\$0		-\$1,574	-\$1,046	\$0

Notes: *\$150 allowance for featured frames

Packaged rates

Packaged rates

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal		Option 10	Option 11
Vendor	VSP		Ameritas	Reliance Standard
Network	VSP Choice		VSP Choice	VSP Choice
Plan Name	PPO Vision		Focus	PPO
Copays	Network		Network	Network
Exam:	\$10		\$10	\$10
Materials:	\$25		\$25	\$25
Frequencies				
Exams:	12 months		12 months	12 months
Lenses:	12 months		12 months	12 months
Frames:	24 months		24 months	24 months
Contacts:	12 months		12 months	12 months
Allowances				
Frames:	\$130* (20% off balance)		\$130 (20% off balance)	\$130 (20% off balance)
Contact (Elective):	\$130		\$130	\$130
Contact (Medically Necessary):	\$130		Covered in Full	Covered in Full
Non-Network Details	Non-Network		Non-Network	Non-Network
Exam:	up to \$45		up to \$45	up to \$45
Single Vision:	up to \$30		up to \$30	up to \$30
Bifocal:	up to \$50		up to \$50	up to \$50
Trifocal:	up to \$65		up to \$65	up to \$65
Frames:	up to \$70		up to \$70	up to \$70
Contact (Elective):	up to \$105		up to \$105	up to \$105
Contact (Medically Necessary):	up to \$105		up to \$210	up to \$210
Employer Contribution:	0%		0%	0%
Participation Requirement:	58%		60%	60%
Rate Guarantee:	1 Year (07/01/2017 - 6/30/2018)		2 Years (07/01/2017 - 6/30/2019)	2 Years (07/01/2017 - 6/30/2019)
Plan Rates Current Enrollment				
		Current	Renewal	Option 10
Employee:	145	\$7.01	\$7.01	\$6.80
Employee + 1:	54	\$10.16	\$10.16	\$11.89
Family:	50	\$18.21	\$18.21	\$17.90
Total:	249			
Estimated Monthly Premiums:		\$2,476	\$2,476	\$2,523
Estimated Annual Premiums:		\$29,707	\$29,707	\$30,277
PEPY			\$119	\$122
Rate Change from Current (%):			0.0%	1.9%
Rate Change from Current (\$):			\$0	\$570
				\$1,485

Notes:

*\$150 allowance for featured frames

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life: 19,551,500
AD&D: 19,551,500

	Current Renewal			Option 1			Option 2			Option 3		
Vendor	Florida Combined Life			Cigna			Unum			SunLife		
	Guarantee			Guarantee			Guarantee			Guarantee		
Class Definition Plan Details:	Benefit	Maximum	Issue	Benefit	Maximum	Issue	Benefit	Maximum	Issue	Benefit	Maximum	Issue
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000
Reduction Schedule:	50% at age 70			50% at age 70			50% at age 70			50% at age 70		
Waiver of Premium:	Included			Included			Included			Included		
Conversion:	Included			Included			Included			Included		
Accelerated Death Benefit:	Included			Included			Included			Included		
Seatbelt/Safe Driver Benefit:	Included			Included			Included			Included		
Current Enrollment:												
Employer Contribution:	100%			100%			100%			100%		
Participation Requirement:	100%			100%			100%			100%		
Rate Guarantee:	1 Year (07/01/17 - 06/30/18)			3 Years (07/01/17 - 06/30/20)			2 Years (07/01/17 - 06/30/19)			2 Years (07/01/17 - 06/30/19)		
Plan Rates	Current	Renewal		Option 1			Option 2			Option 3		
Basic Life	\$0.170	\$0.170		\$0.150			\$0.150			\$0.160		
AD&D	\$0.030	\$0.030		\$0.020			\$0.030			\$0.025		
Estimated Monthly Premiums:	\$3,910	\$3,910		\$3,324			\$3,519			\$3,617		
Estimated Annual Premiums:	\$46,924	\$46,924		\$39,885			\$42,231			\$43,404		
Rate Change from Current (%):		0.0%		-15.0%			-10.0%			-7.5%		
Rate Change from Current (\$):		\$0		-\$7,039			-\$4,692			-\$3,519		

Notes:

*Must be sold with Dental & Vol Life
*Sold with Dental Only - Life - .22, AD&D - .03
*Rates may be adjusted upon receiving
Class 1 Occupations

Packaged rates

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life: 19,551,500

AD&D: 19,551,500

	Current Renewal			Option 4			Option 5			Option 6		
Vendor	Florida Combined Life			MetLife			Principal			Lincoln Financial		
	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue
Class Definition Plan Details:												
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000
Reduction Schedule:	50% at age 70			50% at age 70			50% at age 70			50% at age 70		
Waiver of Premium:	Included			Included			Included			Included		
Conversion:	Included			Included			Included			Included		
Accelerated Death Benefit:	Included			Included			Included			Included		
Seatbelt/Safe Driver Benefit:	Included			Included			Included			Included		
Current Enrollment:												
Employer Contribution:	100%			100%			100%			100%		
Participation Requirement:	100%			100%			100%			100%		
Rate Guarantee:	1 Year (07/01/17 - 06/30/18)			2 Years (07/01/17 - 06/30/19)			2 Years (07/01/17 - 06/30/19)			2 Years (07/01/17 - 06/30/19)		
Plan Rates	Current	Renewal		Option 4			Option 5			Option 6		
Basic Life	\$0.170	\$0.170		\$0.150			\$0.158			\$0.160		
AD&D	\$0.030	\$0.030		\$0.036			\$0.031			\$0.030		
Estimated Monthly Premiums:	\$3,910	\$3,910		\$3,637			\$3,695			\$3,715		
Estimated Annual Premiums:	\$46,924	\$46,924		\$43,639			\$44,343			\$44,577		
Rate Change from Current (%):		0.0%		-7.0%			-5.5%			-5.0%		
Rate Change from Current (\$):		\$0		-\$3,285			-\$2,581			-\$2,346		

Notes:

Packaged rates

Packaged rates

Packaged rates

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life: 19,551,500
AD&D: 19,551,500

	Current Renewal			Option 7			Option 8			Option 9		
Vendor	Florida Combined Life			Aetna			Mutual of Omaha			United HealthCare		
	Guarantee			Guarantee			Guarantee			Guarantee		
Class Definition Plan Details:	Benefit	Maximum	Issue	Benefit	Maximum	Issue	Benefit	Maximum	Issue	Benefit	Maximum	Issue
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000
Reduction Schedule:	50% at age 70			50% at age 70			50% at age 70			50% at age 70		
Waiver of Premium:	Included			Included			Included			Included		
Conversion:	Included			Included			Included			Included		
Accelerated Death Benefit:	Included			Included			Included			Included		
Seatbelt/Safe Driver Benefit:	Included			Included			Included			Included		
Current Enrollment:												
Employer Contribution:	100%			100%			100%			100%		
Participation Requirement:	100%			100%			100%			100%		
Rate Guarantee:	1 Year (07/01/17 - 06/30/18)			3 Years (07/01/17 - 06/30/20)			2 Years (07/01/17 - 06/30/19)			2 Years (07/01/17 - 06/30/19)		
Plan Rates	Current	Renewal		Option 7			Option 8			Option 9		
Basic Life	\$0.170	\$0.170		\$0.170			\$0.170			\$0.170		
AD&D	\$0.030	\$0.030		\$0.023			\$0.030			\$0.030		
Estimated Monthly Premiums:	\$3,910	\$3,910		\$3,773			\$3,910			\$3,910		
Estimated Annual Premiums:	\$46,924	\$46,924		\$45,281			\$46,924			\$46,924		
Rate Change from Current (%):		0.0%		-3.5%			0.0%			0.0%		
Rate Change from Current (\$):		\$0		-\$1,642			\$0			\$0		

Notes:

Packaged rates

Packaged rates

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life: 19,551,500
AD&D: 19,551,500

	Current Renewal			Option 10			Option 11		
Vendor	Florida Combined Life			Standard			Reliance Standard		
Class Definition Plan Details:	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000
Reduction Schedule:	50% at age 70			50% at age 70			50% at age 70		
Waiver of Premium:	Included			Included			Included		
Conversion:	Included			Included			Included		
Accelerated Death Benefit:	Included			Included			Included		
Seatbelt/Safe Driver Benefit:	Included			Included			Included		
Current Enrollment:									
Employer Contribution:	100%			100%			100%		
Participation Requirement:	100%			100%			100%		
Rate Guarantee:	1 Year (07/01/17 - 06/30/18)			2 Years (07/01/17 - 06/30/19)			2 Years (07/01/17 - 06/30/19)		
Plan Rates	Current	Renewal		Option 10			Option 11		
Basic Life	\$0.170	\$0.170		\$0.160			\$0.240		
AD&D	\$0.030	\$0.030		\$0.044			\$0.030		
Estimated Monthly Premiums:	\$3,910	\$3,910		\$3,989			\$5,279		
Estimated Annual Premiums:	\$46,924	\$46,924		\$47,862			\$63,347		
Rate Change from Current (%):		0.0%		2.0%			35.0%		
Rate Change from Current (\$):		\$0		\$938			\$16,423		

Notes:

Packaged rates

Executive Summary of Voluntary Group Life Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Current	
Vendor	Colonial Life
Plan Details (Employee)	Term Life 1000
Offers life insurance protection that remains level for the period of time the employee selects - 10, 20, or 30 years	
Includes Accelerated Death Benefit Provision	

Plan Rates		Current						
Issue Age	Tobacco		Non-Tobacco		Tobacco		Non-Tobacco	
	per \$10,000 Face Amount		per \$100,000 Face Amount		per \$10,000 Face Amount		per \$100,000 Face Amount	
25	\$5.13	\$5.74	\$15.33	\$21.42	\$15.33	\$21.42	\$15.33	\$21.42
35	\$5.13	\$6.17	\$15.33	\$25.67	\$15.33	\$25.67	\$15.33	\$25.67
45	\$6.48	\$9.88	\$28.83	\$62.75	\$28.83	\$62.75	\$28.83	\$62.75
55	\$9.83	\$20.12	\$62.33	\$165.17	\$62.33	\$165.17	\$62.33	\$165.17
65	\$19.58	\$35.67	\$159.83	\$320.67	\$159.83	\$320.67	\$159.83	\$320.67
75	\$55.20	\$74.87	\$516.00	\$712.67	\$516.00	\$712.67	\$516.00	\$712.67
		per \$25,000 Face Amount		per \$200,000 Face Amount				
25	\$6.83	\$8.35	\$25.00	\$37.00	\$25.00	\$37.00	\$25.00	\$37.00
35	\$6.83	\$9.42	\$25.00	\$43.00	\$25.00	\$43.00	\$25.00	\$43.00
45	\$10.21	\$18.69	\$48.67	\$88.50	\$48.67	\$88.50	\$48.67	\$88.50
55	\$18.58	\$44.29	\$105.67	\$192.00	\$105.67	\$192.00	\$105.67	\$192.00
65	\$42.96	\$83.17	\$224.50	\$354.33	\$224.50	\$354.33	\$224.50	\$354.33
75	\$132.00	\$181.17	\$567.17	\$725.83	\$567.17	\$725.83	\$567.17	\$725.83
		per \$50,000 Face Amount		per \$300,000 Face Amount				
25	\$9.67	\$12.71	\$34.50	\$51.50	\$34.50	\$51.50	\$34.50	\$51.50
35	\$9.67	\$14.83	\$34.50	\$59.00	\$34.50	\$59.00	\$34.50	\$59.00
45	\$16.42	\$33.38	\$67.75	\$122.00	\$67.75	\$122.00	\$67.75	\$122.00
55	\$33.17	\$84.58	\$134.25	\$262.75	\$134.25	\$262.75	\$134.25	\$262.75
65	\$81.92	\$162.33	\$281.00	\$513.00	\$281.00	\$513.00	\$281.00	\$513.00
75	\$260.00	\$358.33	\$754.25	\$1,050.25	\$754.25	\$1,050.25	\$754.25	\$1,050.25
		per \$75,000 Face Amount		per \$500,000 Face Amount				
25	\$12.50	\$17.06	\$54.83	\$83.17	\$54.83	\$83.17	\$54.83	\$83.17
35	\$12.50	\$20.25	\$54.83	\$95.67	\$54.83	\$95.67	\$54.83	\$95.67
45	\$22.63	\$48.06	\$110.25	\$200.67	\$110.25	\$200.67	\$110.25	\$200.67
55	\$47.75	\$124.88	\$221.08	\$435.25	\$221.08	\$435.25	\$221.08	\$435.25
65	\$120.88	\$241.50	\$465.67	\$852.33	\$465.67	\$852.33	\$465.67	\$852.33
75	\$388.00	\$535.50	\$1,254.42	\$1,747.75	\$1,254.42	\$1,747.75	\$1,254.42	\$1,747.75

Executive Summary of Voluntary Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Option 1	Option 2
Vendor	Cigna	Mutual of Omaha
Plan Details (Employee)		
Benefit (Increments of):	\$10,000	\$10,000
Not to Exceed:	5x's Salary	5x's Salary
Maximum Benefit:	\$500,000	\$500,000
Guarantee Issue:	\$100,000	\$150,000
Plan Details (Dependent)		
Spouse Benefit (Increments of):	\$5,000	\$5,000
Maximum Benefit:	\$250,000	\$250,000
Guarantee Issue:	\$25,000	\$30,000
Not to Exceed:	50% of EE's amount	100% of EE's amount
Child(ren) Benefit:	Birth to 6 months: \$500	\$10,000
Child(ren) Benefit:	6 months to 26 years: Units of \$1,000 up to \$10,000	
Full-Time Student:	26	26
Reduction Schedule:	50% at age 70	35% at age 65 50% at age 70
Waiver of Premium:	Included	Included
Conversion:	Included	Included
Accelerated Death Benefit:	Included	Included
Seatbelt/Safe Driver Benefit:	Included	Included
Employer Contribution:	0%	0%
Participation Requirement:	30%	25%
Rate Guarantee:	3 Years (07/01/17 - 06/30/2020)	2 Years (07/01/17 - 06/30/2019)
Plan Rates per \$1,000	Option 1	Option 2
	Employee Spouse	Employee Spouse
Under 20	\$0.106 \$0.106	\$0.050
Age 20 - 24	\$0.106 \$0.106	\$0.050
Age 25 - 29	\$0.106 \$0.106	\$0.080
Age 30 - 34	\$0.106 \$0.106	\$0.120
Age 35 - 39	\$0.130 \$0.130	\$0.150
Age 40 - 44	\$0.187 \$0.187	\$0.200
Age 45 - 49	\$0.282 \$0.282	\$0.320
Age 50 - 54	\$0.447 \$0.447	\$0.450
Age 55 - 59	\$0.719 \$0.719	\$0.700
Age 60 - 64	\$1.103 \$1.103	\$1.000
Age 65 - 69	\$1.870 \$1.870	\$1.800
Age 70 - 74	\$3.547	\$3.230
Age 75 - 79	\$6.547	\$5.320
Age 80 - 84	\$13.006	\$10.780
Age 85 - 89	\$21.715	\$10.780
Age 90 -94	\$35.430	\$10.780
Age 95 - 99	\$53.782	\$10.780
	*Spouse coverage terminates at age 70	*Benefit terminates at retirement
AD&D	\$0.027 \$0.021	N/A N/A
Child AD&D	Child Life - .22, AD&D -0.028	Child Life - .20, AD&D - N/A
Notes:	*Must be sold with Dental & Life *Rates may be adjusted upon receiving Class 1 Occupations	Packaged rates

Premium Calculation : Age 40-44

Step 1: Benefit : \$10,000 / 1000 = 10 # Units

Step 2: # Units : 10 x .187 Age-banded Rate = \$1.87 Premium Per Month

.20 = \$2.00

Executive Summary of Disability Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Vendor

Plan Details

Elimination Period (Accident):

Elimination Period (Sickness):

Percent of Salary

Maximum Monthly Benefit:

Duration of Benefits:

Pre-Existing Conditions:

Number of Eligible Lives:

Employer Contribution:

Participation Requirement:

Rate Guarantee:

Rate / \$10 Benefit

		0/7	7/7	0/14	14/14					
Age 17 - 49		\$2.24	\$2.11	\$1.59	\$1.42					
Age 50 - 69		\$2.67	\$2.54	\$1.98	\$1.77					
		6 months								
		0/7	7/7	0/14	14/14	0/30	30/30			
Age 17 - 49		\$2.84	\$2.67	\$2.16	\$1.94	\$1.59	\$1.29			
Age 50 - 69		\$3.71	\$3.49	\$2.84	\$2.59	\$2.28	\$1.98			
		12 months								
		0/7	7/7	0/14	14/14	0/30	30/30	60/60	90/90	
Age 17 - 49		\$3.71	\$3.53	\$2.67	\$2.46	\$2.07	\$1.77	\$1.47	\$1.12	
Age 50 - 69		\$4.61	\$4.44	\$3.53	\$3.28	\$2.84	\$2.46	\$2.11	\$1.77	
		24 months								
		0/7	7/7	0/14	14/14	0/30	30/30	60/60	90/90	180/180
Age 17 - 49		\$5.00	\$4.74	\$3.62	\$3.28	\$2.67	\$2.33	\$2.07	\$1.42	\$0.91
Age 50 - 69		\$7.37	\$7.16	\$5.52	\$4.96	\$4.01	\$3.58	\$3.32	\$2.59	\$2.11

Notes:

*Health Screening Rider Monthly Premium - \$1.75

Package Comparison Summary

	Current	Renewal	Cigna	MetLife	Standard	Aetna	United Healthcare	Principal	Mutual of Omaha	Unum	SunLife	Lincoln Financial	Reliance Standard
Dental	\$282,008	\$282,008	\$252,953	\$253,838	\$250,240	\$252,865	\$260,810	\$264,252	\$262,548	\$267,801	\$267,850	\$270,495	\$252,982
Life	\$46,924	\$46,924	\$39,885	\$43,639	\$47,862	\$45,281	\$46,924	\$44,343	\$46,924	\$42,231	\$43,404	\$44,577	\$63,347
Current Annual Subtotal (Dental, Life)	\$328,932	\$328,932	\$292,838	\$297,477	\$298,102	\$298,146	\$307,734	\$308,595	\$309,472	\$310,032	\$311,254	\$315,072	\$316,329
Rate Change from current		0.0%	-11.0%	-9.6%	-9.4%	-9.4%	-6.4%	-6.2%	-5.9%	-5.7%	-5.4%	-4.2%	-3.8%
\$ Change from current		\$0	-\$36,094	-\$31,455	-\$30,830	-\$30,786	-\$21,198	-\$20,337	-\$19,460	-\$18,900	-\$17,678	-\$13,860	-\$12,603
Vision	\$29,707	\$29,707	\$25,620	\$26,538	N/A	\$26,434	\$26,664	\$29,707	N/A	N/A	\$26,736	\$28,133	\$31,193
Current Annual Subtotal	\$29,707	\$29,707	\$25,620	\$26,538	N/A	\$26,434	\$26,664	\$29,707	N/A	N/A	\$26,736	\$28,133	\$31,193
Rate Change from current		0.0%	-13.8%	-10.7%	N/A	-11.0%	-10.2%	0.0%	N/A	N/A	-10.0%	-5.3%	5.0%
\$ Change from current		\$0	-\$4,087	-\$3,169	N/A	-\$3,273	-\$3,043	\$0	N/A	N/A	-\$2,971	-\$1,574	\$1,486
Total Package Annual Total	\$358,639	\$358,639	\$318,458	\$324,015	N/A	\$324,580	\$334,398	\$338,302	N/A	N/A	\$337,990	\$343,205	\$347,522
Rate Change from current		0.0%	-11.2%	-9.7%	N/A	-9.5%	-6.8%	-5.7%	N/A	N/A	-5.8%	-4.3%	-3.1%
\$ Change from current			-\$40,181	-\$34,624	N/A	-\$34,059	-\$24,241	-\$20,337	N/A	N/A	-\$20,649	-\$15,434	-\$11,117

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116



COREY MCMEEKING
220 S RIDGEWOOD AVE
DAYTONA BEACH, FL 32114

Re: Group # 05944706
 CITY OF PORT ORANGE

Subject: January 1, 2020 Renewal

Dear Broker / Agent / Third Party Administrator:

Enclosed is a copy of the renewal letter that will be sent to your client.

Thank you for your business!

MetLife Renewal Underwriting



August 6, 2019

Attn: Benefits Administrator
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

Subject: Renewal Rate Analysis For CITY OF PORT ORANGE - Group # 05944706

Dear Benefits Administrator:

We would like to take this opportunity to thank you for your continued business. Each year Metropolitan Life Insurance Company conducts an evaluation of your company's composition — analyzing industry trends, age, gender, salary and where applicable, utilization patterns — to determine your group renewal rates.

After careful review, we have prepared the group renewal rates for your Basic Life, Basic AD&D, Dental and Vision coverages. Please refer to the Renewal Rates section for details.

Renewal Effective Date:

Billing statements as of January 1, 2020 will reflect the renewal rates listed in the Renewal Rates section. Any additional group coverages not specifically mentioned in this letter that are active at the time of the renewal will have their rates continued through the coming year.

Complementary Employee Paid Benefits:

MetLife offers a range of products and services designed, priced and administered to help satisfy all types of benefit plan objectives and the diverse needs of employees. Providing access to valuable employee-paid benefits is a smart, easy and cost effective way to enhance overall satisfaction with your company's benefit package and help attract and retain employees.

MetLaw – MetLife's Legal Services plan, helps employees navigate important moments in their life by providing convenient, full-service access to local attorneys at a competitive monthly rate. Employees can meet with attorneys face-to-face or over the phone on an unlimited number of personal matters such as buying a home or creating a will. Our network contains nearly 14,000 attorneys who meet established criteria and have an overall average of 25 years of experience.

Add More Value to Your Benefits Plan

Optimize your benefits investment by adding a MetLife group Disability plan to your benefits program. Our unmatched product suite, exceptional service and results driven enrollment programs can help you build a benefits program that's right for you and your employees.

If you have any questions, please contact your Broker or MetLife Tampa Sales Office at 1-800-972-6177.

We look forward to continuing to provide quality benefit solutions to you and your employees.

Sincerely,

MetLife Renewal Underwriting

cc: Tampa Sales Office

Renewal Rates effective January 1, 2020

*Specific group coverages not listed below will be renewed at current rates

<u>Coverage</u>	<u>Current Rate(s)</u>	<u>Renewal Rate(s)</u>	<u>Volume/Lives</u>	<u>Renewal Annual Premium</u>	<u>% Change</u>
Basic Life	\$0.150/\$1,000	\$0.173/\$1,000	\$20,150,000.00	\$41,831.40	15.0%
Rates are guaranteed from January 1, 2020 - December 31, 2020 (12 months)					

<u>Coverage</u>	<u>Current Rate(s)</u>	<u>Renewal Rate(s)</u>	<u>Volume/Lives</u>	<u>Renewal Annual Premium</u>	<u>% Change</u>
Basic AD&D	\$0.034/\$1,000	\$0.034/\$1,000	\$20,150,000.00	\$8,221.20	0.0%
Rates are guaranteed from January 1, 2020 - December 31, 2020 (12 months)					

<u>Coverage</u>	<u>Current Rate(s)</u>	<u>Renewal Rate(s)</u>	<u>Lives</u>	<u>Renewal Annual Premium</u>	<u>% Change</u>
Dental				\$305,509.80	4.0%
Employee Only	\$30.98	\$32.22	272		
Employee + Family	\$84.05	\$87.41	191		
Total Lives			463		
Rates are guaranteed from January 1, 2020 - December 31, 2020 (12 months)					

<u>Coverage</u>	<u>Current Rate(s)</u>	<u>Renewal Rate(s)</u>	<u>Lives</u>	<u>Renewal Annual Premium</u>	<u>% Change</u>
Vision				\$33,380.88	0.0%
Employee Only	\$6.26	\$6.26	180		
Employee + 1 Dependent	\$9.08	\$9.08	64		
Employee + Family	\$16.27	\$16.27	66		
Total Lives			310		
Rates are guaranteed from January 1, 2020 - December 31, 2020 (12 months)					

Like most group insurance policies and benefit programs, insurance policies and benefit programs offered by Metropolitan Life Insurance Company and its affiliates contain certain exclusions, exceptions, waiting periods, reductions of benefits, limitations and terms for keeping them in force. Please contact MetLife for complete details.

If you are a customer with employees working in the State of Connecticut, please review the ""CT Employee Terminations"" topic found in MetLife's online Administration Manual under the appropriate coverage section (www.whymetlife.com/adminmanual)

Request to Notify Alaska Residents of Impending Coverage and/or Premium Changes

Under Alaska Statute 21.36.225, covered individuals residing in Alaska must be notified of impending coverage and/or premium changes, as applicable. If you have employees residing in Alaska who are covered under MetLife's Disability, Dental, Vision or Accidental Death and Dismemberment policies, we ask that you provide them with written notice at least 45 days in advance of the effective date of the renewal, notifying them that coverage and/or premiums may change. Once renewal details are finalized, a second notice must be provided setting forth the details of the coverage premium change. If you would like wording for these notices, please contact your MetLife service team.

Some services in connection with the coverage may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company's policies and procedures.

The Patient Protection and Affordable Care Act ("PPACA") includes a health insurance industry fee imposed on all health insurers, including dental and vision insurers. As with the prior year, this fee is included in the dental and/ or vision rates in the rate table.

Benefits are underwritten by Metropolitan Life Insurance Company, New York, NY. Certain claims and network administration services are provided through Vision Service Plan (VSP). VSP is not affiliated with Metropolitan Life Insurance Company or its affiliates. In certain states, availability of MetLife's group vision benefits is subject to regulatory approval.

Group legal plans and Family Matters are provided by Hyatt Legal Plans, Inc., a MetLife company, Cleveland, OH. In certain states, group legal plans and Family Matters are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company, Warwick, RI. Payroll deduction required. Like most group benefit programs, benefit programs offered by MetLife and its affiliates contain certain exclusions, exceptions, reductions, limitations, waiting periods, and terms for keeping them in force. For costs and complete details of the coverage, call or write the company.



INTERMEDIARY AND PRODUCER COMPENSATION NOTICE

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third-party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your Products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your Products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of Products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of Products sold through your Intermediary during a one-year period; (2) the amount of premium or fees with respect to Products sold through your Intermediary during a one-year period; (3) the persistency percentage of Products inforce through your Intermediary during a one-year period; (4) the block growth of the Products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a fixed percentage or sliding scale of the premium for Products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Web site at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of Products, and the compensation paid may vary based on a number of factors including the type of Product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Group Renewal For:	City of Port Orange
Coverage Effective Date:	1/1/2020 thru 12/31/2020



**Florida
Health Care
Plans**



Plan Benefits		T10 HMO	T48 HMO	T66 HMO
Deductible (Per Person/Family Aggregate)	In-Network	\$0 / \$0	\$0 / \$0	\$250 / \$750
	Out-of-Network	N/A	N/A	N/A
Coinsurance (Plan Pays/Member Pays)	In-Network	15%	15%	10%
	Out-of-Network	N/A	N/A	N/A
Out-of-Pocket Maximum (Plan Pays/Member Pays)	In-Network	\$3,000 / \$6,000	\$5,000 / \$10,000	\$3,000 / \$6,000
	Out-of-Network	N/A	N/A	N/A
Office Services - Family Physician		\$20 Copay	\$25 Copay	\$20 Copay
Office Services - Specialist		\$35 Copay	\$50 Copay	\$35 Copay
Inpatient Hospital Facility		\$200/Admit	\$500/Day (Days 1-5)	Deductible+10%
Emergency Room Facility		\$100 Copay	\$100 Copay	\$100 Copay
Urgent Care Centers		\$60 Copay	\$75 Copay	\$50 Copay
Retail Pharmacy Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access		FHCP Pharmacy / Walgreens		
Formulary Preferred Generic		\$3 / \$15		
Formulary Non-Preferred Generic		\$10 / \$15		
Formulary Preferred Brand		\$30 / \$35		
Formulary Non-Preferred Brand		\$55 / \$60		
Pre-Approved, Pre-Certified Specialty Drug Formulary Preferred Specialty Non-Preferred Specialty		FHCP Pharmacy Only 15% Coins 25% Coins		

Coverage Tier	Current Subscribers	RENEWAL RATES	ALTERNATE RATES	
Employee Only	133	\$724.91	\$693.70	\$657.82
Employee /Child(ren)	10	\$1,280.20	\$1,225.07	\$1,161.71
Employee/Spouse	24	\$1,280.20	\$1,225.07	\$1,161.71
Employee Family	22	\$1,570.16	\$1,502.54	\$1,424.83
Total Monthly Premium	189	\$174,483.49	\$166,969.69	\$158,334.09
Total Current Annual Premium		\$2,015,208.74		
Total Renewal Annual Premium		\$2,093,801.88	\$2,003,636.22	\$1,900,009.06
		3.9%	-0.6%	-5.7%

This document should be used only for plan pricing. The benefits are for illustrative purposes only. FHCP is not responsible for errors or omissions included in these benefit illustrations. Please refer to SBC's to verify actual benefits.

Group Renewal For:	City of Port Orange
Coverage Effective Date:	1/1/2020 thru 12/31/2020



**Florida
Health Care
Plans**



Plan Benefits		T38 HMO	T44 HMO	T70 HMO
Deductible (Per Person/Family Aggregate)	In-Network Out-of-Network	\$500 / \$1,000 N/A	\$1,000 / \$2,000 N/A	\$1,500 / \$4,500 N/A
Coinsurance (Plan Pays/Member Pays)	In-Network Out-of-Network	20% N/A	20% N/A	20% N/A
Out-of-Pocket Maximum (Plan Pays/Member Pays)	In-Network Out-of-Network	\$4,000 / \$8,000 N/A	\$5,000 / \$10,000 N/A	\$4,500 / \$9,000 N/A
Office Services - Family Physician		\$25 Copay	\$30 Copay	\$30 Copay
Office Services - Specialist		\$50 Copay	\$50 Copay	\$55 Copay
Inpatient Hospital Facility		Deductible+20%	Deductible+20%	Deductible+20%
Emergency Room Facility		\$350 Copay	\$350 Copay	\$250 Copay
Urgent Care Centers		\$100 Copay	\$100 Copay	\$60 Copay
Retail Pharmacy Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access		FHCP Pharmacy / Walgreens		
Formulary Preferred Generic		\$3 / \$15		
Formulary Non-Preferred Generic		\$10 / \$15		
Formulary Preferred Brand		\$30 / \$35		
Formulary Non-Preferred Brand		\$55 / \$60		
Pre-Approved, Pre-Certified Specialty Drug Formulary Preferred Specialty Non-Preferred Specialty		FHCP Pharmacy Only 15% Coins 25% Coins		

Coverage Tier	Current Subscribers	RENEWAL RATES	ALTERNATE RATES	
Employee Only	140	\$595.39	\$589.75	\$569.18
Employee /Child(ren)	10	\$1,051.46	\$1,041.51	\$1,005.17
Employee/Spouse	8	\$1,051.46	\$1,041.51	\$1,005.17
Employee Family	19	\$1,289.61	\$1,277.41	\$1,232.85
Total Monthly Premium	177	\$126,783.44	\$125,583.46	\$121,202.50
Total Current Annual Premium		\$1,464,293.85		
Total Renewal Annual Premium		\$1,521,401.31	\$1,507,001.57	\$1,454,430.03
		3.9%	2.9%	-0.7%

This document should be used only for plan pricing. The benefits are for illustrative purposes only. FHCP is not responsible for errors or omissions included in these benefit illustrations. Please refer to SBC's to verify actual benefits.

Group Renewal For:	City of Port Orange			
Coverage Effective Date:	1/1/2020 thru 12/31/2020	Rates Include Preferred Fitness Certificate		
Plan Benefits	T96 POS HDHP-HSA	T94 POS HDHP-HSA	TI1 POS HDHP-HSA Individual	TF1 POS HDHP-HSA Family
Deductible (Per Person/Family Aggregate) In-Network Out-of-Network	Non-Embedded \$1,350 / \$2,700 \$2,700 / \$5,200	Non-Embedded \$1,600 / \$3,200 \$3,000 / \$6,000	\$2,500 / NA \$5,000 / NA	Embedded \$2,800 / \$5,600 \$5,000 / \$10,000
Coinsurance (Plan Pays/Member Pays) In-Network Out-of-Network	20% 40%	20% 40%	20% 40%	
Out-of-Pocket Maximum (Plan Pays/Member Pays) In-Network Out-of-Network	Non-Embedded \$5,000 / \$5,000 \$10,000 / \$10,000	Non-Embedded \$3,200 / \$6,400 \$6,000 / \$12,000	\$4,000 / NA \$6,000 / NA	Embedded \$6,900 / \$10,800 \$8,000 / \$12,000
Office Services - Family Physician	DED + Coins	DED + Coins	DED + Coins	DED + Coins
Office Services - Specialist	DED + Coins	DED + Coins	DED + Coins	DED + Coins
Inpatient Hospital Facility	DED + Coins	DED + Coins	DED + Coins	DED + Coins
Emergency Room Facility	IN NETWORK DED + Coins	IN NETWORK DED + Coins	IN NETWORK DED + Coins	IN NETWORK DED + Coins
Urgent Care Centers	IN NETWORK DED + Coins	IN NETWORK DED + Coins	IN NETWORK DED + Coins	IN NETWORK DED + Coins
Retail Pharmacy For POS/Triple Option Plans: All nationwide Walgreens are available at any time	FHCP Pharmacy / Walgreens			
Formulary Preferred Generic	Ded+\$3 / Ded+\$15			
Formulary Non-Preferred Generic	Ded+\$10 / Ded+\$15			
Formulary Preferred Brand	Ded+\$30 / Ded+\$35			
Formulary Non-Preferred Brand	Ded+\$55 / Ded+\$60			
Pre-Approved, Pre-Certified Specialty Drug Formulary Preferred Specialty Non-Preferred Specialty	FHCP Pharmacy Only Ded+15% Ded+25%			

Coverage Tier	Current Subscribers	RENEWAL RATES	ALTERNATE RATES		
Employee Only	44	\$489.95	\$486.77	\$461.02	
Employee /Child(ren)	6	\$865.26	\$859.63		\$814.16
Employee/Spouse	8	\$865.26	\$859.63		\$814.16
Employee Family	14	\$1,061.24	\$1,054.33		\$998.57
Total Monthly Premium	72	\$48,529.00	\$48,213.14	\$20,284.82	\$25,378.15
Total Current Annual Premium		\$560,488.99			
Total Renewal Annual Premium		\$582,348.06	\$578,557.67	\$547,955.60	
		3.9%	3.2%	-2.2%	

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Rates Include Preferred Fitness Certificate

City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018	Current:	Renewal:	Current:	Renewal:
Plan Type	HMO	HMO	HMO	HMO
Plan Code	T10	T10	T38	T38
Annual Deductible Individual Family	\$0 \$0	\$0 \$0	\$500 \$1,000	\$500 \$1,000
Co-Insurance (Mbr Pays)	15%	15%	20%	20%
Annual Out-of-Pocket Expense Limit Individual Family	\$3,000 \$6,000	\$3,000 \$6,000	\$4,000 \$8,000	\$4,000 \$8,000
Well Baby Care & Child Health Supervision Visits	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Annual Adult Physical Health Screening	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Annual Well Women's Assessment	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Therapeutic Injections/Infusions of Medication	15% Coins	15% Coins	Ded & Coins	Ded & Coins
PCP OV	\$20	\$20	\$25	\$25
Specialist OV	\$35	\$35	\$50	\$50
In-Patient	\$200	\$200	Ded & Coins	Ded & Coins
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)	\$100	\$100	Ded & Coins	Ded & Coins
Emergency Room Visit	\$100	\$100	\$350	\$350
Urgent Care Visit	\$60	\$60	\$100	\$100
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)	Covered In Full 15% Coins	Covered In Full 15% Coins	Covered In Full Ded & Coins	Covered In Full Ded & Coins
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)	Covered In Full 15% Coins	Covered In Full 15% Coins	Ded & Coins	Ded & Coins
Durable Medical Equipment	15% Coins	15% Coins	Ded & Coins	Ded & Coins
PHARMACY	Pharmacy Copays Included in Medical OOP Maximum		Pharmacy Copays Included in Medical OOP Maximum	
Formulary Preferred Generic	FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A		FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A	
Formulary Non-Preferred Generic	FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15		FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15	
Formulary Preferred Brand	FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35		FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35	
Formulary Non-Preferred Brand	FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60		FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60	
Pre-Approved, Pre-Certified Specialty Drug Formulary	FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A		FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A	
RATES	Group # 000075		Group # 00H075	
Single	\$658.21	\$697.70	\$540.60	\$573.04
EE & Child(ren)	\$1,162.40	\$1,232.14	\$954.71	\$1,011.99
EE & Spouse	\$1,162.40	\$1,232.14	\$954.71	\$1,011.99
Family < 7 Members	\$1,425.68	\$1,511.22	\$1,170.95	\$1,241.21
Family 7 + Members	\$1,425.68	\$1,511.22	\$1,170.95	\$1,241.21

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Subs:	Monthly Premium:	Monthly Premium:
Single	143	\$94,123.94	\$99,771.37	91	\$49,195.03	\$52,146.73
EE & Child(ren)	12	\$13,948.77	\$14,785.70	10	\$9,547.08	\$10,119.99
EE & Spouse	25	\$29,059.94	\$30,803.54	11	\$10,501.79	\$11,131.89
Family < 7 Members	28	\$39,919.08	\$42,314.23	21	\$24,589.94	\$26,065.34
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	208	\$177,051.74	\$187,674.84	133	\$93,833.83	\$99,463.86

Total Annual Premium:	\$2,124,620.83	\$2,252,098.07	\$1,126,006.02	\$1,193,566.38
Percent Change:		6.0%		6.0%

Total Current Group Annual Premium:	\$3,814,876.98
Total Renewal Group Annual Premium:	\$4,043,919.38
Total Renewal Rate Increase for Group:	6.0%

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018	Current:	Renewal:	Current:	Renewal:
Plan Type	POS	POS	Non-Embedded Ded & OOP Max POS HDHP-HSA	Non-Embedded Ded & OOP Max POS HDHP-HSA
Plan Code	T34	T34	T96	T96
Annual Deductible	In Net	Out of Net	In Net	Out of Net
Individual	\$0	\$2,000	\$1,300	\$2,600
Family	\$0	\$4,000	\$2,600	\$5,200
Co-Insurance (Mbr Pays)	10%	50%	20%	40%
Annual Out-of-Pocket Expense Limit	\$3,000	\$6,000	\$5,000	\$10,000
Individual	\$6,000	\$12,000	\$5,000	\$10,000
Family				
Well Baby Care & Child Health Supervision Visits	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Annual Adult Physical Health Screening	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Annual Well Women's Assessment	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Therapeutic Injections/Infusions of Medication	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins
PCP OV	\$20	Ded & Coins	Ded & Coins	Ded & Coins
Specialist OV	\$35	Ded & Coins	Ded & Coins	Ded & Coins
In-Patient	\$250 day Days 1-5	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Surgery				
Ambulatory Surgical Center Facility	\$100	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)				
Emergency Room Visit	\$100	Same as In-Network	Ded & Coins	Same as In-Network
Urgent Care Visit	\$60	Same as In-Network	Ded & Coins	Same as In-Network
Lab (Independent Clinical Lab) & X-Ray				
Independent Diagnostic Testing Facility/Provider's Office	Covered in Full	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)	10% Coins			
Advanced Imaging Services	Covered in Full	Ded & Coins	Ded & Coins	Ded & Coins
Independent Diagnostic Testing Facility/Provider's Office	10% Coins			
Outpatient Hospital Facility Services (per visit)				
Durable Medical Equipment	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins
PHARMACY	Pharmacy Copays Included in Medical OOP Maximum		Pharmacy Copays Included in Medical OOP Maximum	
Formulary Preferred Generic	FHCP Pharmacy - \$3	Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$3	Walgreens Pharmacy - N/A
Formulary Non-Preferred Generic	FHCP Pharmacy - \$10	Walgreens Pharmacy - \$15	FHCP Pharmacy - Ded+\$10	Walgreens Pharmacy - Ded+\$15
Formulary Preferred Brand	FHCP Pharmacy - \$30	Walgreens Pharmacy - \$35	FHCP Pharmacy - Ded+\$30	Walgreens Pharmacy - Ded+\$35
Formulary Non-Preferred Brand	FHCP Pharmacy - \$55	Walgreens Pharmacy - \$60	FHCP Pharmacy - Ded+\$55	Walgreens Pharmacy - Ded+\$60
Pre-Approved, Pre-Certified Specialty Drug Formulary	FHCP Pharmacy - \$125	Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$125	Walgreens Pharmacy - N/A
RATES	Group # 00C075		Group # 00L075	
Single	\$662.81	\$702.58	\$444.68	\$471.56
EE & Child(ren)	\$1,170.53	\$1,240.76	\$785.31	\$832.78
EE & Spouse	\$1,170.53	\$1,240.76	\$785.31	\$832.78
Family < 7 Members	\$1,435.66	\$1,521.79	\$963.19	\$1,021.41
Family 7 + Members	\$1,435.66	\$1,521.79	\$963.19	\$1,021.41

Renewal Census	Subs:	Monthly Premium	Monthly Premium	Subs:	Monthly Premium	Monthly Premium
Single	13	\$8,616.58	\$9,133.58	24	\$10,672.42	\$11,317.52
EE & Child(ren)	2	\$2,341.06	\$2,481.52	3	\$2,355.94	\$2,498.34
EE & Spouse	2	\$2,341.06	\$2,481.52	8	\$6,282.50	\$6,662.25
Family < 7 Members	4	\$5,742.62	\$6,087.18	9	\$8,668.67	\$9,192.66
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	21	\$19,041.33	\$20,183.81	44	\$27,979.52	\$29,670.77

Total Annual Premium:	\$228,495.92	\$242,205.67	\$335,754.22	\$356,049.26
Percent Change:		6.0%		6.0%

Total Current Group Annual Premium:	\$3,814,876.98
Total Renewal Group Annual Premium:	\$4,043,919.38
Total Renewal Rate Increase for Group:	6.0%

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Rates Include Preferred Fitness Certificate

City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Group # 000075										
Current:	Renewal:	Alternate HMO Plans:								
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T10	T10	T49	T45	T48	T18	T39	T60	T65	T75	
\$0	\$0	\$0	\$0	\$0	\$250 \$750	\$250 \$500	\$500 \$1,500	\$500 \$1,500	\$500 \$1,500	\$500 \$1,500
15%	15%	10%	15%	15%	10%	10%	10%	30%	30%	30%
\$3,000 \$6,000	\$3,000 \$6,000	\$4,000 \$8,000	\$5,000 \$10,000	\$5,000 \$10,000	\$4,000 \$8,000	\$3,500 \$7,000	\$3,000 \$6,000	\$6,600 \$13,200	\$6,000 \$12,000	\$6,000 \$12,000
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
15% Coins	15% Coins	10% Coins	5% Coins	5% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$20	\$20	\$20	\$20	\$25	\$20	\$20	\$20	\$20	\$20	\$20
\$35	\$35	\$35	\$35	\$50	\$35	\$40	\$35	\$35	\$35	\$35
\$200/Admit	\$200/Admit	10% Coins	\$500/Day (Days 1-5)	\$500/Day (Days 1-5)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	\$100	10% Coins	\$200	\$200	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	\$100	10% Coins	\$100	\$100	\$100	\$350	\$100	\$100	\$100	\$150
\$60	\$60	10% Coins	\$60	\$75	\$50	\$100	\$50	\$50	\$50	\$75
Covered In Full 15% Coins	Covered In Full 15% Coins	\$0 (Lab) 10% Coins (X-Ray) 10% Coins	Covered In Full 15% Coins	\$0 (Lab) \$35 (X-Ray) 15% Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins
Covered In Full 15% Coins	Covered In Full 15% Coins	10% Coins	Covered In Full 15% Coins	\$100 15% Coins	\$75 Ded & Coins	Ded & Coins	\$150 Ded & Coins	\$150 Ded & Coins	\$150 Ded & Coins	Ded & Coins
15% Coins	15% Coins	10% Coins	15% Coins	15% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum										
FHCP Pharmacy - \$3					Walgreens Pharmacy - N/A					
FHCP Pharmacy - \$10					Walgreens Pharmacy - \$15					
FHCP Pharmacy - \$30					Walgreens Pharmacy - \$35					
FHCP Pharmacy - \$55					Walgreens Pharmacy - \$60					
FHCP Pharmacy - \$125					Walgreens Pharmacy - NA					
\$658.21	\$697.70	\$677.93	\$675.44	\$666.98	\$631.66	\$614.66	\$602.08	\$579.18	\$574.29	\$574.29
\$1,162.40	\$1,232.14	\$1,197.22	\$1,192.82	\$1,177.88	\$1,115.52	\$1,085.49	\$1,063.27	\$1,022.84	\$1,014.19	\$1,014.19
\$1,162.40	\$1,232.14	\$1,197.22	\$1,192.82	\$1,177.88	\$1,115.52	\$1,085.49	\$1,063.27	\$1,022.84	\$1,014.19	\$1,014.19
\$1,425.68	\$1,511.22	\$1,468.39	\$1,462.99	\$1,444.67	\$1,368.18	\$1,331.35	\$1,304.10	\$1,254.51	\$1,243.91	\$1,243.91
\$1,425.68	\$1,511.22	\$1,468.39	\$1,462.99	\$1,444.67	\$1,368.18	\$1,331.35	\$1,304.10	\$1,254.51	\$1,243.91	\$1,243.91

Renewal Census	Subs:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$178,374.74	\$189,077.22	\$183,718.67	\$183,042.95	\$180,750.42	\$171,180.45	\$166,572.69	\$163,162.70	\$156,959.06	\$155,632.08
EE & Child(ren)	27	\$31,384.74	\$33,267.82	\$32,324.99	\$32,206.10	\$31,802.74	\$30,118.92	\$29,308.19	\$28,708.21	\$27,616.69	\$27,383.21
EE & Spouse	46	\$53,470.30	\$56,678.51	\$55,072.21	\$54,869.66	\$54,182.44	\$51,313.71	\$49,932.47	\$48,910.28	\$47,050.65	\$46,652.87
Family < 7 Members	62	\$88,392.25	\$93,695.79	\$91,040.39	\$90,705.55	\$89,569.50	\$84,827.18	\$82,543.83	\$80,854.04	\$77,779.88	\$77,122.30
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$351,622.02	\$372,719.34	\$362,156.27	\$360,824.27	\$356,305.10	\$337,440.25	\$328,357.18	\$321,635.22	\$309,406.28	\$306,790.47

Total Annual Premium:	\$4,219,464.26	\$4,472,632.11	\$4,345,875.20	\$4,329,891.19	\$4,275,661.20	\$4,049,283.02	\$3,940,286.11	\$3,859,622.62	\$3,712,875.37	\$3,681,485.58
Percent Difference:		6.0%	3.0%	2.6%	1.3%	-4.0%	-6.6%	-8.5%	-12.0%	-12.7%
		Renewal								

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075							
Current:	Renewal:	Alternate HMO Plans:					
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T40	T44	T41	T70	T64	TA8
\$500 \$1,000	\$500 \$1,000	\$1,000 \$3,000	\$1,000 \$2,000	\$1,000 \$2,000	\$1,500 \$4,500	\$2,000 \$4,000	\$2,000 \$6,000
20%	20%	10%	20%	20%	20%	30%	30%
\$4,000 \$8,000	\$4,000 \$8,000	\$4,000 \$8,000	\$5,000 \$10,000	\$5,000 \$10,000	\$4,500 \$9,000	\$4,000 \$8,000	\$6,500 \$13,000
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & 5% Coins	Ded & Coins
\$25	\$25	\$25	\$30	\$30	\$30	\$20	\$35
\$50	\$50	\$50	\$50	\$50	\$55	\$35	\$65
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	\$200	\$300 \$500	Ded & Coins	\$200	Ded & Coins	\$250 \$500
\$350	\$350	\$250	\$350	\$350	\$250	\$100	\$300
\$100	\$100	\$75	\$100	\$100	\$60	\$50	\$75
Covered In Full Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins
Ded & Coins	Ded & Coins	\$250 Ded & Coins	\$250 Ded & Coins	\$200 Ded & Coins	\$200 Ded & Coins	Ded & Coins	\$200 Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum							
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A			
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15			
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35			
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60			
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA			
\$540.60	\$573.04	\$582.88	\$564.67	\$560.74	\$544.42	\$536.07	\$510.74
\$954.71	\$1,011.99	\$1,029.37	\$997.21	\$990.26	\$961.44	\$946.70	\$901.97
\$954.71	\$1,011.99	\$1,029.37	\$997.21	\$990.26	\$961.44	\$946.70	\$901.97
\$1,170.95	\$1,241.21	\$1,262.52	\$1,223.07	\$1,214.56	\$1,179.21	\$1,161.13	\$1,106.27
\$1,170.95	\$1,241.21	\$1,262.52	\$1,223.07	\$1,214.56	\$1,179.21	\$1,161.13	\$1,106.27

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$155,294.10	\$157,961.28	\$153,025.27	\$151,960.19	\$147,537.51	\$145,274.66	\$138,411.03
EE & Child(ren)	27	\$25,777.11	\$27,323.74	\$27,793.03	\$26,924.54	\$26,737.14	\$25,958.98	\$25,560.83	\$24,353.19
EE & Spouse	46	\$43,916.56	\$46,551.56	\$47,351.08	\$45,871.44	\$45,552.17	\$44,226.41	\$43,548.09	\$41,490.62
Family < 7 Members	62	\$72,598.88	\$76,954.82	\$78,276.52	\$75,830.51	\$75,302.72	\$73,111.10	\$71,989.76	\$68,588.54
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$306,124.21	\$311,381.91	\$301,651.76	\$299,552.23	\$290,833.99	\$286,373.34	\$272,843.37

Total Annual Premium:	\$3,465,557.09	\$3,673,490.51	\$3,736,582.92	\$3,619,821.17	\$3,594,626.74	\$3,490,007.88	\$3,436,480.04	\$3,274,120.50
Percent Difference:		6.0%	7.8%	4.5%	3.7%	0.7%	-0.8%	-5.5%
		Renewal						

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075									
Current:	Renewal:	Alternate HMO Plans:							
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T78	T56	T72	T71	T61	T68	T67	
\$500 \$1,000	\$500 \$1,000	\$2,000 \$6,000	\$2,500 \$5,000	\$2,500 \$7,500	\$2,500 \$7,500	\$2,500 \$5,000	\$3,000 \$9,000	\$3,500 \$5,000	
20%	20%	20%	20%	20%	30%	30%	20%	30%	
\$4,000 \$8,000	\$4,000 \$8,000	\$6,500 \$13,000	\$5,000 \$10,000	\$6,500 \$13,000	\$6,500 \$13,000	\$5,000 \$10,000	\$6,350 \$12,700	\$6,350 \$12,700	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
\$25	\$25	\$35	\$35	\$35	\$25	\$25	\$40	\$40	
\$50	\$50	\$65	\$50	\$65	\$45	\$50	\$65	\$65	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	\$300 Ded & Coins	Ded & Coins	Ded & Coins	\$350 Ded & Coins	Ded & Coins	
\$350	\$350	\$300	\$200	\$350	\$300	Ded & Coins	\$400	\$300	
\$100	\$100	\$70	\$50	\$85	\$85	Ded & Coins	\$100	\$85	
Covered In Full Ded & Coins	Covered In Full Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	\$0 (Lab) \$65 (X-Ray) Ded & Coins	
Ded & Coins	Ded & Coins	\$300 Ded & Coins	Ded & Coins	\$200 Ded & Coins	Ded & Coins	Ded & Coins	\$200 Ded & Coins	\$200 Ded & Coins	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
Pharmacy Copays Included in Medical OOP Maximum									
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A					
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15					
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35					
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60					
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA					
\$540.60	\$573.04	\$507.58	\$471.04	\$465.87	\$463.54	\$460.19	\$445.12	\$438.72	
\$954.71	\$1,011.99	\$896.39	\$831.86	\$822.73	\$818.61	\$812.70	\$786.08	\$774.78	
\$954.71	\$1,011.99	\$896.39	\$831.86	\$822.73	\$818.61	\$812.70	\$786.08	\$774.78	
\$1,170.95	\$1,241.21	\$1,099.43	\$1,020.27	\$1,009.08	\$1,004.03	\$996.77	\$964.13	\$950.27	
\$1,170.95	\$1,241.21	\$1,099.43	\$1,020.27	\$1,009.08	\$1,004.03	\$996.77	\$964.13	\$950.27	

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$155,294.10	\$137,555.47	\$127,652.01	\$126,251.70	\$125,619.64	\$124,711.70	\$120,627.75	\$118,893.94
EE & Child(ren)	27	\$25,777.11	\$27,323.74	\$24,202.66	\$22,460.16	\$22,213.78	\$22,102.57	\$21,942.82	\$21,224.25	\$20,919.19
EE & Spouse	46	\$43,916.56	\$46,551.56	\$41,234.16	\$38,265.46	\$37,845.69	\$37,656.22	\$37,384.06	\$36,159.84	\$35,640.10
Family < 7 Members	62	\$72,598.88	\$76,954.82	\$68,164.57	\$63,256.99	\$62,563.07	\$62,249.86	\$61,799.94	\$59,776.17	\$58,916.99
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$306,124.21	\$271,156.86	\$251,634.62	\$248,874.24	\$247,628.29	\$245,838.52	\$237,788.00	\$234,370.23

Total Annual Premium:	\$3,465,557.09	\$3,673,490.51	\$3,253,882.34	\$3,019,615.41	\$2,986,490.93	\$2,971,539.47	\$2,950,062.25	\$2,853,456.05	\$2,812,442.82
Percent Difference:		6.0%	-6.1%	-12.9%	-13.8%	-14.3%	-14.9%	-17.7%	-18.8%
		Renewal							

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075								
Current:	Renewal:	Alternate HMO Plans:						
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T81	T12	T69	T57	T13	T15	T82
\$500 \$1,000	\$500 \$1,000	\$2,500 \$5,000	\$3,000 \$6,000	\$5,000 \$10,000	\$5,000 \$10,000	\$4,000 \$8,000	\$5,000 \$10,000	\$3,500 \$7,000
20%	20%	30%	50%	30%	30%	50%	30%	40%
\$4,000 \$8,000	\$4,000 \$8,000	\$5,000 \$10,000	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,000 \$12,000
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$25	\$25	Ded & Coins	\$50	\$30	\$40	\$50	\$40	Ded & Coins
\$50	\$50	Ded & Coins	\$75	\$55	\$65	\$75	\$80	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$350	\$350	Ded & Coins	Ded & Coins	\$300	\$300	Ded & Coins	Ded & Coins	Ded & Coins
\$100	\$100	Ded & Coins	Ded & Coins	\$75	\$85	Ded & Coins	Ded & Coins	Ded & Coins
Covered In Full Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) \$65 (X-Ray) Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	\$200 Ded & Coins	Ded & Coins	\$200 Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum								
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A				
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15				
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35				
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60				
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA				
\$540.60	\$573.04	\$418.81	\$414.65	\$404.74	\$403.20	\$396.88	\$383.82	\$366.49
\$954.71	\$1,011.99	\$739.61	\$732.28	\$714.78	\$712.06	\$700.88	\$677.83	\$647.21
\$954.71	\$1,011.99	\$739.61	\$732.28	\$714.78	\$712.06	\$700.88	\$677.83	\$647.21
\$1,170.95	\$1,241.21	\$907.14	\$898.14	\$876.67	\$873.34	\$859.63	\$831.36	\$793.81
\$1,170.95	\$1,241.21	\$907.14	\$898.14	\$876.67	\$873.34	\$859.63	\$831.36	\$793.81

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$155,294.10	\$113,496.98	\$112,370.79	\$109,685.40	\$109,268.10	\$107,553.50	\$104,016.05	\$99,317.50
EE & Child(ren)	27	\$25,777.11	\$27,323.74	\$19,969.60	\$19,771.45	\$19,298.96	\$19,225.54	\$18,923.86	\$18,301.45	\$17,474.75
EE & Spouse	46	\$43,916.56	\$46,551.56	\$34,022.29	\$33,684.70	\$32,879.72	\$32,754.63	\$32,240.65	\$31,180.25	\$29,771.79
Family < 7 Members	62	\$72,598.88	\$76,954.82	\$56,242.57	\$55,684.49	\$54,353.77	\$54,146.98	\$53,297.32	\$51,544.37	\$49,216.03
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$306,124.21	\$223,731.44	\$221,511.44	\$216,217.85	\$215,395.25	\$212,015.34	\$205,042.12	\$195,780.07

Total Annual Premium:	\$3,465,557.09	\$3,673,490.51	\$2,684,777.25	\$2,658,137.24	\$2,594,614.22	\$2,584,742.96	\$2,544,184.05	\$2,460,505.49	\$2,349,360.86
Percent Difference:		6.0%	-22.5%	-23.3%	-25.1%	-25.4%	-26.6%	-29.0%	-32.2%
		Renewal							

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Rates Include Preferred Fitness Certificate

Group # 00H075			
Current:	Renewal:	Alternate HMO Plans:	
HMO	HMO	Non-Embedded HMO-H.S.A.	Non-Embedded HMO-H.S.A.
T38	T38	T83	T84
\$500 \$1,000	\$500 \$1,000	Non-Embedded \$1,500 \$3,000	Non-Embedded \$1,600 \$3,200
20%	20%	10%	20%
\$4,000 \$8,000	\$4,000 \$8,000	Non-Embedded \$3,000 \$6,000	Non-Embedded \$3,200 \$6,400
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$25	\$25	Ded & Coins	Ded & Coins
\$50	\$50	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$350	\$350	Ded & Coins	Ded & Coins
\$100	\$100	Ded & Coins	Ded & Coins
Covered In Full Ded & Coins	Covered In Full Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum			
FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$3 Walgreens Pharmacy - N/A		
FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15	FHCP Pharmacy - Ded+\$10 Walgreens Pharmacy - Ded+\$15		
FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35	FHCP Pharmacy - Ded+\$30 Walgreens Pharmacy - Ded+\$35		
FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60	FHCP Pharmacy - Ded+\$55 Walgreens Pharmacy - Ded+\$60		
FHCP Pharmacy - \$125 Walgreens Pharmacy - NA	FHCP Pharmacy - Ded+\$125 Walgreens Pharmacy - N/A		
\$540.60	\$573.04	\$471.20	\$457.16
\$954.71	\$1,011.99	\$832.13	\$807.35
\$954.71	\$1,011.99	\$832.13	\$807.35
\$1,170.95	\$1,241.21	\$1,020.61	\$990.22
\$1,170.95	\$1,241.21	\$1,020.61	\$990.22

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$155,294.10	\$127,693.88	\$123,891.55
EE & Child(ren)	27	\$25,777.11	\$27,323.74	\$22,467.53	\$21,798.51
EE & Spouse	46	\$43,916.56	\$46,551.56	\$38,278.01	\$37,138.21
Family < 7 Members	62	\$72,598.88	\$76,954.82	\$63,277.74	\$61,393.52
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$306,124.21	\$251,717.16	\$244,221.80

Total Annual Premium:	\$3,465,557.09	\$3,673,490.51	\$3,020,605.87	\$2,930,661.59
Percent Difference:		6.0%	-12.8%	-15.4%
		Renewal		

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type & Plan Code		Network	
Annual Deductible		Individual	
		Family	
Co-Insurance (Mbr Pays)			
Annual Out-of-Pocket Expense Limit		Individual	
		Family	
Well Baby Care & Child Health Supervision Visits			
Annual Adult Physical Health Screening			
Annual Well Women's Assessment			
Other Preventive Services (includes screening mammogram, screening colonoscopy, and immunizations)			
Therapeutic Injections/Infusions of Medication			
PCP OV			
Specialist OV			
In-Patient			
Outpatient Surgery		Ambulatory Surgical Center Facility	
		Outpatient Hospital Facility Services (per visit)	
Emergency Room Visit			
Urgent Care Visit			
Lab (Independent Clinical Lab) & X-Ray		Independent Diagnostic Testing Facility/Provider's Office	
		Outpatient Hospital Facility Services (per visit)	
Advanced Imaging Services		Independent Diagnostic Testing Facility/Provider's Office	
		Outpatient Hospital Facility Services (per visit)	
Durable Medical Equipment			
PHARMACY		All nationwide Walgreens are available at any time	
Formulary Preferred Generic			
Formulary Non-Preferred Generic			
Formulary Preferred Brand			
Formulary Non-Preferred Brand			
Pre-Approved, Pre-Certified Specialty Drug Formulary			
RATES			
		Single	
		EE & Child(ren)	
		EE & Spouse	
		Family < 7 Members	
		Family 7 + Members	
Renewal Census		Subs:	
		Single	271
		EE & Child(ren)	27
		EE & Spouse	46
		Family < 7 Members	62
		Family 7 + Members	0
		Totals:	406

Rates Include Preferred Fitness Certificate

Group # 00C075									
Current:		Renewal:		Alternate POS Plans:					
POS - T34		POS - T34		POS - T36		POS - T37		POS - T76	
In Net	Out of Net	In Net	Out of Net	In Net	Out of Net	In Net	Out of Net	In Net	Out of Net
\$0	\$2,000 \$4,000	\$0	\$2,000 \$4,000	\$500 \$1,500	\$1,500 \$3,000	\$1,000 \$2,000	\$2,000 \$4,000	\$1,500 Per Person	\$4,500 Per Person
10%	50%	10%	50%	10%	30%	10%	30%	10%	50%
\$3,000 \$6,000	\$6,000 \$12,000	\$3,000 \$6,000	\$6,000 \$12,000	\$3,000 \$6,000	\$4,000 \$8,000	\$4,000 \$8,000	\$4,000 \$8,000	\$6,000 \$12,000	\$10,000 \$20,000
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
10% Coins	Ded & Coins	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$20	Ded & Coins	\$20	Ded & Coins	\$20	Ded & Coins	\$20	Ded & Coins	\$35	Ded & Coins
\$35	Ded & Coins	\$35	Ded & Coins	\$35	Ded & Coins	\$35	Ded & Coins	\$50	Ded & Coins
\$250/Day (Days 1-5)	Ded & Coins	\$250/Day (Days 1-5)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	Ded & Coins	\$100	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	Same as In-Network	\$100	Same as In-Network	\$100	Same as In-Network	Ded & Coins	Same as In-Network	Ded & Coins	Same as In-Network
\$60	Same as In-Network	\$60	Same as In-Network	\$50	Same as In-Network	Ded & Coins	Same as In-Network	10% Coins	Same as In-Network
Covered In Full 10% Coins	Ded & Coins	Covered In Full 10% Coins	Ded & Coins	Covered In Full Ded & Coins	Ded & Coins	Covered In Full Ded & Coins	Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	Ded & Coins
Covered In Full 10% Coins	Ded & Coins	Covered In Full 10% Coins	Ded & Coins	\$150 Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
10% Coins	Ded & Coins	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum									
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A					
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15					
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35					
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60					
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA					
\$662.81		\$702.58		\$663.13		\$593.02		\$547.78	
\$1,170.53		\$1,240.76		\$1,171.09		\$1,047.28		\$967.37	
\$1,170.53		\$1,240.76		\$1,171.09		\$1,047.28		\$967.37	
\$1,435.66		\$1,521.79		\$1,436.34		\$1,284.49		\$1,186.48	
\$1,435.66		\$1,521.79		\$1,436.34		\$1,284.49		\$1,186.48	
Monthly Premium		Monthly Premium		Monthly Premium		Monthly Premium		Monthly Premium	
\$179,622.65		\$190,400.01		\$179,708.09		\$160,709.58		\$148,447.23	
\$31,604.31		\$33,500.56		\$31,619.34		\$28,276.58		\$26,119.04	
\$53,844.37		\$57,075.04		\$53,869.99		\$48,174.92		\$44,499.11	
\$89,010.64		\$94,351.28		\$89,052.98		\$79,638.41		\$73,561.90	
\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
\$354,081.97		\$375,326.89		\$354,250.40		\$316,799.49		\$292,627.29	
\$4,248,983.67		\$4,503,922.69		\$4,251,004.79		\$3,801,593.91		\$3,511,527.50	
		6.0%		0.0%		-10.5%		-17.4%	
		Renewal							

City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Code & Plan Type
BENEFITS
Annual Deductible
Individual
Family
Co-Insurance
Annual Out-of-Pocket Expense Limit
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
Primary Care Physician OV
Specialist OV
In-Patient
Outpatient Surgery
Ambulatory Surgical Center Facility
Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray
Independent Diagnostic Testing Facility/Provider's Office
Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services
Independent Diagnostic Testing Facility/Provider's Office
Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY
All nationwide Walgreens are available at any time
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary

Rates Include Preferred Fitness Certificate

Alternate Triple Option Plans:

T05 - Triple Option			T09 - Triple Option			T07 - Triple Option			T06 - Triple Option		
In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3
\$0	\$500	\$1000	\$250	\$500	\$1000	\$500	\$1000	\$2000	\$1000	\$2000	\$3000
\$1000	\$1000	\$2000	\$500	\$1000	\$2000	\$1000	\$2000	\$4000	\$2000	\$4000	\$6000
10%	20%	40%	10%	20%	30%	10%	20%	30%	10%	30%	40%
\$5000	\$5000	\$7000	\$2500	\$2500	\$5000	\$4000	\$4000	\$6000	\$4000	\$4000	\$6000
\$10,000	\$10,000	\$14,000	\$5000	\$5000	\$10,000	\$8000	\$8000	\$12,000	\$8,000	\$8,000	\$12,000
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$20	\$30	Ded & Coins	\$20	\$35	Ded & Coins	\$20	\$35	Ded & Coins	\$20	\$35	Ded & Coins
\$35	Ded & Coins	Ded & Coins	\$35	\$60	Ded & Coins	\$35	\$60	Ded & Coins	\$35	\$60	Ded & Coins
10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
10% Coins	Same as In-Network	Same as In-Network	\$100	Same as In-Network	Same as In-Network	\$100	Same as In-Network	Same as In-Network	Ded & Coins	Same as In-Network	Same as In-Network
10% Coins	Same as In-Network	Same as In-Network	\$75	Same as In-Network	Same as In-Network	\$75	Same as In-Network	Same as In-Network	Ded & Coins	Same as In-Network	Same as In-Network
\$0 (Lab)											
10% Coins (X-Ray)											
10% Coins	NA	Ded & Coins	Covered In Full	NA	Ded & Coins	Covered In Full	NA	Ded & Coins	Covered In Full	NA	Ded & Coins
10% Coins	NA	Ded & Coins	\$150	NA	Ded & Coins	\$150	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins

Pharmacy Copays Included in Medical OOP Maximum

FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A

FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15

FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35

FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60

FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A

Option 1: HMO *Participating* Provider Network

Option 2: *FHCP's Expanded Physician Network* - VHN's EPO Network, BCBSF HMO Network (Outside Volusia and Flagler Counties, but within the State of FL), BCBSF BlueCard Providers (Outside the State of FL)

Option 3: *Non-Participating providers* who do not participate in either FHCP's HMO or EPN Network. Please note that charges in excess of allowable may apply (Balance Billing).

RATES					
	Single				
EE & Child(ren)	\$752.51	\$731.21		\$719.71	
EE & Spouse	\$1,328.94	\$1,291.32		\$1,271.01	
Family < 7 Members	\$1,328.94	\$1,291.32		\$1,271.01	
Family 7 + Members	\$1,629.94	\$1,583.80		\$1,558.89	
	\$1,629.94	\$1,583.80		\$1,558.89	

Renewal Census	Subs:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$203,930.71	\$198,158.35	\$195,041.69	\$185,857.59
EE & Child(ren)	27	\$35,881.27	\$34,865.63	\$34,317.26	\$32,701.34
EE & Spouse	46	\$61,131.05	\$59,400.71	\$58,466.45	\$55,713.39
Family < 7 Members	62	\$101,056.32	\$98,195.87	\$96,651.44	\$92,100.32
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$401,999.36	\$390,620.56	\$384,476.84	\$366,372.64

Total Annual Premium:	\$4,823,992.31	\$4,687,446.74	\$4,613,722.04	\$4,396,471.67
Percent Difference:	13.5%	10.3%	8.6%	3.5%

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City of Port Orange

Group #: 000075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	11	12	26	12	23	15	1	100
single female	7	5	7	4	3	14	3	43
dep male	0	1	4	3	0	0	0	8
dep female	0	2	1	1	0	0	0	4
couple	0	4	4	2	7	6	2	25
family	1	5	8	5	4	4	1	28
large family	0	0	0	0	0	0	0	0
Total	19	29	50	27	37	39	7	208
Group Total								208

City of Port Orange

Group #: 00C075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	0	1	2	2	3	0	0	8
single female	1	0	1	0	1	2	0	5
dep male	0	1	0	0	0	0	0	1
dep female	1	0	0	0	0	0	0	1
couple	0	0	1	1	0	0	0	2
family	0	1	2	1	0	0	0	4
large family	0	0	0	0	0	0	0	0
Total	2	3	6	4	4	2	0	21
Group Total								21

City of Port Orange

Group #: 00H075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	28	14	16	5	7	1	1	72
single female	6	7	3	3	0	0	0	19
dep male	0	2	2	2	0	0	0	6
dep female	1	1	2	0	0	0	0	4
couple	1	2	1	1	3	2	1	11
family	2	7	6	6	0	0	0	21
large family	0	0	0	0	0	0	0	0
Total	38	33	30	17	10	3	2	133
Group Total								133

City of Port Orange

Group #: 00L075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	3	5	2	3	4	0	0	17
single female	0	2	2	2	0	1	0	7
dep male	0	0	3	0	0	0	0	3
dep female	0	0	0	0	0	0	0	0
couple	0	4	1	1	2	0	0	8
family	0	2	5	1	1	0	0	9
large family	0	0	0	0	0	0	0	0
Total	3	13	13	7	7	1	0	44
Group Total								44

City of Port Orange

Group #: ALL

7/1/2017 Total Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	42	32	46	22	37	16	2	197
single female	14	14	13	9	4	17	3	74
dep male	0	4	9	5	0	0	0	18
dep female	2	3	3	1	0	0	0	9
couple	1	10	7	5	12	8	3	46
family	3	15	21	13	5	4	1	62
large family	0	0	0	0	0	0	0	0
Total	62	78	99	55	58	45	9	406
Group Total								406

City of Port Orange

Group #: 000075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	9	10	23	13	27	14	4	100
single female	7	5	8	6	4	13	3	46
dep male	0	3	4	2	1	0	0	10
dep female	0	2	0	0	0	0	0	2
couple	0	4	2	3	10	5	3	27
family	2	4	12	4	5	3	0	30
large family	0	0	0	0	0	0	0	0
Total	18	28	49	28	47	35	10	215
Group Total								215

City of Port Orange

Group #: 00C075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	0	1	4	1	2	0	1	9
single female	0	0	1	0	1	1	0	3
dep male	0	1	0	0	0	0	0	1
dep female	1	0	0	0	0	0	0	1
couple	0	0	1	0	0	0	0	1
family	0	0	1	1	0	0	0	2
large family	0	0	0	0	0	0	0	0
Total	1	2	7	2	3	1	1	17
Group Total								17

City of Port Orange

Group #: 00H075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	26	20	16	5	6	3	0	76
single female	7	6	3	2	0	0	0	18
dep male	0	2	1	2	0	0	0	5
dep female	1	2	2	0	0	0	0	5
couple	1	0	2	0	2	1	1	7
family	3	8	8	2	0	0	0	21
large family	0	0	0	0	0	0	0	0
Total	38	38	32	11	8	4	1	132
Group Total								132

City of Port Orange

Group #: 00L075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	3	5	2	3	3	1	0	17
single female	0	1	1	2	0	1	0	5
dep male	0	2	0	0	0	0	0	2
dep female	0	0	0	0	0	0	0	0
couple	0	2	1	0	1	0	0	4
family	0	1	6	0	2	1	0	10
large family	0	0	0	0	0	0	0	0
Total	3	11	10	5	6	3	0	38
Group Total								38

City of Port Orange

Group #: ALL

7/1/2016 Total Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	38	36	45	22	38	18	5	202
single female	14	12	13	10	5	15	3	72
dep male	0	8	5	4	1	0	0	18
dep female	2	4	2	0	0	0	0	8
couple	1	6	6	3	13	6	4	39
family	5	13	27	7	7	4	0	63
large family	0	0	0	0	0	0	0	0
Total	60	79	98	46	64	43	12	402
Group Total								402

City of Port Orange
Market Summary for 1/1/20-12/31/20

Medical

Aetna	Market Check - estimated to be 10% over renewal
Cigna	Market Check - estimated to be 9% over current
Florida Healthcare	Current Carrier
United Healthcare	Market Check -estimated to be 9.1% over renewal
Humana	Market Check - estimated to be 20% over renewal
Health First	Declined due to uncompetitive rates

Ancillaries

Florida Combined Life
Eyemed
Guardian
Lincoln Financial
Metlife
Principal
Standard

Dental

Declined to quote
N/A
Rates - 12% over current
*Rates - 6.5% under current
Current Carrier
Declined to quote
Rates - 9.1% over current

Life

Declined to quote
N/A
No quote - industry
Rates - matched current
Current Carrier
Declined to quote
Rates - 12.5% over current

Vision

Declined to quote
See Proposal
Rates - 5% over current
Rates - 6% over current
Current Carrier
Declined to quote
Rates - 12% over current

*Annual savings \$20,000 to move dental to Lincoln, must be sold with another line of coverage

Rates Include Preferred Fitness Certificate

City of Port Orange - 18 Month Rating

Renewal Date: 7/1/2018 thru 12/31/2019		Current:		Renewal:		Current:		Renewal:	
Plan Type		HMO		HMO		HMO		HMO	
Plan Code		T10		T10		T38		T38	
Limits									
Annual Deductible									
Individual		\$0		\$0		\$500		\$500	
Family		\$0		\$0		\$1,000		\$1,000	
Co-Insurance (Mbr Pays)		15%		15%		20%		20%	
Annual Out-of-Pocket Expense Limit - Includes Pharmacy		\$3,000		\$3,000		\$4,000		\$4,000	
Individual		\$6,000		\$6,000		\$8,000		\$8,000	
Family									
Preventive Care									
Well Baby Care & Child Health Supervision Visits		Covered In Full		Covered In Full		Covered In Full		Covered In Full	
Annual Adult Physical Health Screening		Covered In Full		Covered In Full		Covered In Full		Covered In Full	
Annual Well Women's Assessment		Covered In Full		Covered In Full		Covered In Full		Covered In Full	
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)		Covered In Full		Covered In Full		Covered In Full		Covered In Full	
Physician Office Visits									
PCP OV		\$20		\$20		\$25		\$25	
Specialist OV		\$35		\$35		\$50		\$50	
Hospital Services & Urgent Care									
Inpatient Facility Care		\$200/Admit		\$200/Admit		Ded & Coins		Ded & Coins	
Outpatient Surgery									
Ambulatory Surgical Center Facility		\$100		\$100		Ded & Coins		Ded & Coins	
Outpatient Hospital Facility Services (per visit)									
Emergency Room Visit		\$100		\$100		\$350		\$350	
Inpatient & Outpatient Physician Services		Covered In Full		Covered In Full		Ded & Coins		Ded & Coins	
Emergency Room Physician Services		Covered In Full		Covered In Full		Covered In Full		Covered In Full	
Urgent Care Visit		\$60		\$60		\$100		\$100	
Mental Health Services									
Inpatient Facility Care (per admit)		\$200/Admit		\$200/Admit		Ded & Coins		Ded & Coins	
Outpatient Facility Care (per visit)		\$35		\$35		\$50		\$50	
Diagnostic Testing *									
* Diagnostic or therapeutic services rendered in locations that are owned and operated by a hospital system are considered by the hospital system to be departments of the hospital. As a result, FHCP will be billed by the hospital for such services, and the member's outpatient hospital benefit will be applied to these claims.									
Lab (Independent Clinical Lab) & X-Ray		Covered In Full		Covered In Full		Covered In Full		Covered In Full	
Independent Diagnostic Testing Facility/Provider's Office		15% Coins		15% Coins		Ded & Coins		Ded & Coins	
Outpatient Hospital Facility Services (per visit)									
Diagnostic Mammograms		Covered In Full		Covered In Full		Ded & Coins		Ded & Coins	
Diagnostic Colonoscopy		Covered In Full		Covered In Full		Ded & Coins		Ded & Coins	
Advanced Imaging Services									
Independent Diagnostic Testing Facility/Provider's Office		Covered In Full		Covered In Full		Ded & Coins		Ded & Coins	
Outpatient Hospital Facility Services (per visit)		15% Coins		15% Coins					
Other Medical Services									
Durable Medical Equipment		15% Coins		15% Coins		Ded & Coins		Ded & Coins	
Home Health Care (60 visits PBP*)		\$15		\$15		Ded & Coins		Ded & Coins	
Physical, Speech, and Occupational Therapy (20 visits PBP*)		\$15		\$15		Ded & Coins		Ded & Coins	
Skilled Nursing/Rehabilitation Facility (20 Days PBP*)		\$50/Day		\$50/Day		Ded & Coins		Ded & Coins	
Therapeutic Injections/Infusions of Medication		15% Coins		15% Coins		Ded & Coins		Ded & Coins	
Ambulance (Emergency Transport Only)		\$100		\$100		Ded & Coins		Ded & Coins	
Chiropractic Care (per visit) (20 visits PBP*)		\$15		\$15		\$25		\$25	
* PBP = Per Benefit Period									
PHARMACY									
Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access.									
Formulary Preferred Generic									
Formulary Non-Preferred Generic									
Formulary Preferred Brand									
Formulary Non-Preferred Brand									
Pre-Approved, Pre-Certified Specialty Drug Formulary									
Preferred Specialty									
Non-Preferred Specialty									
RATES									
Single									
EE & Child(ren)									
EE & Spouse									
Family < 7 Members									
Family 7 + Members									

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Subs:	Monthly Premium:	Monthly Premium:
Single	131	\$91,398.95	\$91,398.95	105	\$60,169.30	\$60,169.30
EE & Child(ren)	10	\$12,321.42	\$12,321.42	15	\$15,179.85	\$15,179.85
EE & Spouse	31	\$38,196.39	\$38,196.39	9	\$9,107.91	\$9,107.91
Family < 7 Members	25	\$37,780.56	\$37,780.56	25	\$31,030.17	\$31,030.17
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	197	\$179,697.32	\$179,697.32	154	\$115,487.24	\$115,487.24

Total Annual Premium:	\$2,156,367.79	\$2,156,367.79	\$1,385,846.83	\$1,385,846.83
Percent Change:		0.0%		0.0%

Total Current Annual Premium:	\$4,116,225.80
Total Renewal Annual Premium:	\$4,116,225.80
Percent Change:	0.0%

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City of Port Orange - 18 Month Rating

Renewal Date: 7/1/2018 thru 12/31/2019
Plan Type
Plan Code
Limits
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit - Includes Pharmacy Individual Family
Preventive Care
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Physician Office Visits
PCP OV
Specialist OV
Hospital Services & Urgent Care
Inpatient Facility Care
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Inpatient & Outpatient Physician Services
Emergency Room Physician Services
Urgent Care Visit
Mental Health Services
Inpatient Facility Care (per admit)
Outpatient Facility Care (per visit)
Diagnostic Testing

Current:		Renewal:	
POS \$2,000		POS \$2,000	
T34		T34	
In Network	Out of Network	In Network	Out of Network
\$0	\$2,000	\$0	\$2,000
10%	50%	10%	50%
\$3,000	\$6,000	\$3,000	\$6,000
\$6,000	\$12,000	\$6,000	\$12,000
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
\$20	Ded & Coins	\$20	Ded & Coins
\$35	Ded & Coins	\$35	Ded & Coins
\$250 day (Days 1-5)	Ded & Coins	\$250 day (Days 1-5)	Ded & Coins
\$100	Ded & Coins	\$100	Ded & Coins
\$100	Same as In-Network	\$100	Same as In-Network
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Same as In-Network	Covered In Full	Same as In-Network
\$60	Same as In-Network	\$60	Same as In-Network
\$250 day (Days 1-5)	Ded & Coins	\$250 day (Days 1-5)	Ded & Coins
\$35	Ded & Coins	\$35	Ded & Coins

[illegible]

* Diagnostic or therapeutic services rendered in locations that are owned and operated by a hospital system are considered by the hospital system to be departments of the hospital. As a result, FHCP will be billed by the hospital for such services, and the member's outpatient hospital benefit will be applied to these claims.

Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Diagnostic Mammograms
Diagnostic Colonoscopy
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Other Medical Services Durable Medical Equipment
Home Health Care (60 visits PBP*)
Physical, Speech, and Occupational Therapy (20 visits PBP*)
Skilled Nursing/Rehabilitation Facility (20 Days PBP*)
Therapeutic Injections/Infusions of Medication
Ambulance (Emergency Transport Only)
Chiropractic Care (per visit) (20 visits PBP*)

Covered in Full 10% Coins	Ded & Coins	Covered in Full 10% Coins	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered in Full 10% Coins	Ded & Coins	Covered in Full 10% Coins	Ded & Coins
10% Coins	Ded & Coins	10% Coins	Ded & Coins
\$15	Ded & Coins	\$15	Ded & Coins
\$15	Ded & Coins	\$15	Ded & Coins
\$50/Day	Ded & Coins	\$50/Day	Ded & Coins
10% Coins	Ded & Coins	10% Coins	Ded & Coins
\$100	100	\$100	100
\$15	Ded & Coins	\$15	Ded & Coins

[illegible]

* PBP = Per Benefit Period

PHARMACY

Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access.

Pharmacy Copays Included in Medical OOP Maximum

FHCP Pharmacy - \$3
Walgreens Pharmacy - N/A
FHCP Pharmacy - \$10
Walgreens Pharmacy - \$15
FHCP Pharmacy - \$30
Walgreens Pharmacy - \$35
FHCP Pharmacy - \$55
Walgreens Pharmacy - \$60

Pharmacy Copays Included in Medical OOP Maximum

FHCP Pharmacy - Ded+\$3
Walgreens Pharmacy - N/A
FHCP Pharmacy - Ded+\$10
Walgreens Pharmacy - Ded+\$15
FHCP Pharmacy - Ded+\$30
Walgreens Pharmacy - Ded+\$35
FHCP Pharmacy - Ded+\$55
Walgreens Pharmacy - Ded+\$60

Pre-Approved, Pre-Certified Specialty Drug Formulary Preferred Specialty Non-Preferred Specialty

FHCP Pharmacy - \$125 Walgreens - N/A	FHCP Pharmacy Only Pref - 15% Coins Non-Pref - 25% Coins
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FHCP Pharmacy - Ded+\$125 Walgreens - N/A	FHCP Pharmacy Only Pref - Ded+15% Coins Non-Pref - Ded+25% Coins
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RATES

Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Group # 00C075	
\$702.58	\$702.58
\$1,240.76	\$1,240.76
\$1,240.76	\$1,240.76
\$1,521.79	\$1,521.79
\$1,521.79	\$1,521.79

Group # 00L075	
\$471.56	\$471.56
\$832.78	\$832.78
\$832.78	\$832.78
\$1,021.41	\$1,021.41
\$1,021.41	\$1,021.41

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Subs:	Monthly Premium:	Monthly Premium:
Single	7	\$4,918.08	\$4,918.08	35	\$16,504.72	\$16,504.72
EE & Child(ren)	0	\$0.00	\$0.00	4	\$3,331.12	\$3,331.12
EE & Spouse	1	\$1,240.76	\$1,240.76	6	\$4,996.69	\$4,996.69
Family < 7 Members	1	\$1,521.79	\$1,521.79	15	\$15,321.10	\$15,321.10
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	9	\$7,680.64	\$7,680.64	60	\$40,153.63	\$40,153.63

Total Annual Premium:	\$92,167.65	\$92,167.65	\$481,843.52	\$481,843.52
Percent Change:		0.0%		0.0%

Total Current Annual Premium:	\$4,116,225.80
Total Renewal Annual Premium:	\$4,241,105.73
Percent Change:	3.0%

Rates Include Preferred Fitness Certificate

City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018	Current:	Renewal:	Current:	Renewal:
Plan Type	HMO	HMO	HMO	HMO
Plan Code	T10	T10	T38	T38
Annual Deductible Individual Family	\$0 \$0	\$0 \$0	\$500 \$1,000	\$500 \$1,000
Co-Insurance (Mbr Pays)	15%	15%	20%	20%
Annual Out-of-Pocket Expense Limit Individual Family	\$3,000 \$6,000	\$3,000 \$6,000	\$4,000 \$8,000	\$4,000 \$8,000
Well Baby Care & Child Health Supervision Visits	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Annual Adult Physical Health Screening	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Annual Well Women's Assessment	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Therapeutic Injections/Infusions of Medication	15% Coins	15% Coins	Ded & Coins	Ded & Coins
PCP OV	\$20	\$20	\$25	\$25
Specialist OV	\$35	\$35	\$50	\$50
In-Patient	\$200	\$200	Ded & Coins	Ded & Coins
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)	\$100	\$100	Ded & Coins	Ded & Coins
Emergency Room Visit	\$100	\$100	\$350	\$350
Urgent Care Visit	\$60	\$60	\$100	\$100
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)	Covered In Full 15% Coins	Covered In Full 15% Coins	Covered In Full Ded & Coins	Covered In Full Ded & Coins
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)	Covered In Full 15% Coins	Covered In Full 15% Coins	Ded & Coins	Ded & Coins
Durable Medical Equipment	15% Coins	15% Coins	Ded & Coins	Ded & Coins
PHARMACY	Pharmacy Copays Included in Medical OOP Maximum		Pharmacy Copays Included in Medical OOP Maximum	
Formulary Preferred Generic	FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A		FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A	
Formulary Non-Preferred Generic	FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15		FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15	
Formulary Preferred Brand	FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35		FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35	
Formulary Non-Preferred Brand	FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60		FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60	
Pre-Approved, Pre-Certified Specialty Drug Formulary	FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A		FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A	
RATES	Group # 000075		Group # 00H075	
Single	\$658.21	\$736.54	\$540.60	\$606.18
EE & Child(ren)	\$1,162.40	\$1,300.72	\$954.71	\$1,070.52
EE & Spouse	\$1,162.40	\$1,300.72	\$954.71	\$1,070.52
Family < 7 Members	\$1,425.68	\$1,595.34	\$1,170.95	\$1,312.99
Family 7 + Members	\$1,425.68	\$1,595.34	\$1,170.95	\$1,312.99

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Subs:	Monthly Premium:	Monthly Premium:
Single	143	\$94,123.94	\$105,324.69	91	\$49,195.03	\$55,162.58
EE & Child(ren)	12	\$13,948.77	\$15,608.68	10	\$9,547.08	\$10,705.18
EE & Spouse	25	\$29,059.94	\$32,518.08	11	\$10,501.79	\$11,775.69
Family < 7 Members	28	\$39,919.08	\$44,669.45	21	\$24,589.94	\$27,572.80
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	208	\$177,051.74	\$198,120.89	133	\$93,833.83	\$105,216.25

Total Annual Premium:	\$2,124,620.83	\$2,377,450.70	\$1,126,006.02	\$1,262,595.02
Percent Change:		11.9%		12.1%

Total Current Group Annual Premium:	\$3,814,876.98
Total Renewal Group Annual Premium:	\$4,271,993.54
Total Renewal Rate Increase for Group:	12.0%

This document should be used only for plan pricing. The benefits are for illustrative purposes only. FHCP is not responsible for errors or omissions included in these benefit illustrations. Please refer to SBC's to verify actual benefits.

City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018	Current:	Renewal:	Current:	Renewal:
Plan Type	POS	POS	Non-Embedded Ded & OOP Max POS HDHP-HSA	Non-Embedded Ded & OOP Max POS HDHP-HSA
Plan Code	T34	T34	T96	T96
Annual Deductible	In Net	Out of Net	In Net	Out of Net
Individual	\$0	\$2,000	\$1,300	\$2,600
Family	\$0	\$4,000	\$2,600	\$5,200
Co-Insurance (Mbr Pays)	10%	50%	20%	40%
Annual Out-of-Pocket Expense Limit	\$3,000 \$6,000	\$6,000 \$12,000	\$5,000 \$10,000	\$10,000 \$10,000
Well Baby Care & Child Health Supervision Visits	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Annual Adult Physical Health Screening	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Annual Well Women's Assessment	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Therapeutic Injections/Infusions of Medication	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins
PCP OV	\$20	Ded & Coins	Ded & Coins	Ded & Coins
Specialist OV	\$35	Ded & Coins	Ded & Coins	Ded & Coins
In-Patient	\$250 day Days 1-5	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Surgery				
Ambulatory Surgical Center Facility	\$100	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)	\$100	Same as In-Network	Ded & Coins	Same as In-Network
Emergency Room Visit	\$100	Same as In-Network	Ded & Coins	Same as In-Network
Urgent Care Visit	\$60	Same as In-Network	Ded & Coins	Same as In-Network
Lab (Independent Clinical Lab) & X-Ray				
Independent Diagnostic Testing Facility/Provider's Office	Covered in Full	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)	10% Coins	Covered in Full	Ded & Coins	Ded & Coins
Advanced Imaging Services				
Independent Diagnostic Testing Facility/Provider's Office	Covered in Full	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)	10% Coins	Covered in Full	Ded & Coins	Ded & Coins
Durable Medical Equipment	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins
PHARMACY	Pharmacy Copays Included in Medical OOP Maximum		Pharmacy Copays Included in Medical OOP Maximum	
Formulary Preferred Generic	FHCP Pharmacy - \$3	Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$3	Walgreens Pharmacy - N/A
Formulary Non-Preferred Generic	FHCP Pharmacy - \$10	Walgreens Pharmacy - \$15	FHCP Pharmacy - Ded+\$10	Walgreens Pharmacy - Ded+\$15
Formulary Preferred Brand	FHCP Pharmacy - \$30	Walgreens Pharmacy - \$35	FHCP Pharmacy - Ded+\$30	Walgreens Pharmacy - Ded+\$35
Formulary Non-Preferred Brand	FHCP Pharmacy - \$55	Walgreens Pharmacy - \$60	FHCP Pharmacy - Ded+\$55	Walgreens Pharmacy - Ded+\$60
Pre-Approved, Pre-Certified Specialty Drug Formulary	FHCP Pharmacy - \$125	Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$125	Walgreens Pharmacy - N/A
RATES	Group # 00C075		Group # 00L075	
Single	\$662.81	\$743.06	\$444.68	\$497.71
EE & Child(ren)	\$1,170.53	\$1,312.25	\$785.31	\$878.95
EE & Spouse	\$1,170.53	\$1,312.25	\$785.31	\$878.95
Family < 7 Members	\$1,435.66	\$1,609.47	\$963.19	\$1,078.03
Family 7 + Members	\$1,435.66	\$1,609.47	\$963.19	\$1,078.03

Renewal Census	Subs:	Monthly Premium	Monthly Premium	Subs:	Monthly Premium	Monthly Premium
Single	13	\$8,616.58	\$9,659.81	24	\$10,672.42	\$11,944.93
EE & Child(ren)	2	\$2,341.06	\$2,624.49	3	\$2,355.94	\$2,636.84
EE & Spouse	2	\$2,341.06	\$2,624.49	8	\$6,282.50	\$7,031.58
Family < 7 Members	4	\$5,742.62	\$6,437.89	9	\$8,668.67	\$9,702.27
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	21	\$19,041.33	\$21,346.68	44	\$27,979.52	\$31,315.63

Total Annual Premium:	\$228,495.92	\$256,160.22	\$335,754.22	\$375,787.61
Percent Change:		12.1%		11.9%

Total Current Group Annual Premium:	\$3,814,876.98
Total Renewal Group Annual Premium:	\$4,271,993.54
Total Renewal Rate Increase for Group:	12.0%

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 000075		Alternate HMO Plans:							
Current:	Renewal:	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T10	T10	T49	T45	T18	T39	T60	T65	T75	
\$0	\$0	\$0	\$0	\$250 \$750	\$250 \$500	\$500 \$1,500	\$500 \$1,500	\$500 \$1,500	
15%	15%	10%	15%	10%	10%	10%	30%	30%	
\$3,000 \$6,000	\$3,000 \$6,000	\$4,000 \$8,000	\$5,000 \$10,000	\$4,000 \$8,000	\$3,500 \$7,000	\$3,000 \$6,000	\$6,600 \$13,200	\$6,000 \$12,000	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
15% Coins	15% Coins	10% Coins	5% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	
\$35	\$35	\$35	\$35	\$35	\$40	\$35	\$35	\$35	
\$200/Admit	\$200/Admit	10% Coins	\$500/Day (Days 1-5)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
\$100	\$100	10% Coins	\$200	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
\$100	\$100	10% Coins	\$100	\$100	\$350	\$100	\$100	\$150	
\$60	\$60	10% Coins	\$60	\$50	\$100	\$50	\$50	\$75	
Covered In Full 15% Coins	Covered In Full 15% Coins	\$0 (Lab) 10% Coins (X-Ray) 10% Coins	Covered In Full 15% Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	
Covered In Full 15% Coins	Covered In Full 15% Coins	10% Coins	Covered In Full 15% Coins	\$75 Ded & Coins	Ded & Coins	\$150 Ded & Coins	\$150 Ded & Coins	Ded & Coins	
15% Coins	15% Coins	10% Coins	15% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
Pharmacy Copays Included in Medical OOP Maximum									
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A					
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15					
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35					
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60					
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA					
\$658.21	\$736.54	\$715.65	\$713.02	\$666.79	\$648.83	\$635.54	\$611.37	\$606.20	
\$1,162.40	\$1,300.72	\$1,263.84	\$1,259.19	\$1,177.55	\$1,145.84	\$1,122.37	\$1,079.67	\$1,070.54	
\$1,162.40	\$1,300.72	\$1,263.84	\$1,259.19	\$1,177.55	\$1,145.84	\$1,122.37	\$1,079.67	\$1,070.54	
\$1,425.68	\$1,595.34	\$1,550.10	\$1,544.40	\$1,444.27	\$1,405.37	\$1,376.59	\$1,324.22	\$1,313.02	
\$1,425.68	\$1,595.34	\$1,550.10	\$1,544.40	\$1,444.27	\$1,405.37	\$1,376.59	\$1,324.22	\$1,313.02	

Renewal Census	Subs:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$178,374.74	\$199,601.33	\$193,942.02	\$193,228.38	\$180,700.09	\$175,833.71	\$172,232.33	\$165,680.51	\$164,279.06
EE & Child(ren)	27	\$31,384.74	\$35,119.52	\$34,123.78	\$33,998.21	\$31,793.88	\$30,937.65	\$30,303.99	\$29,151.21	\$28,904.63
EE & Spouse	46	\$53,470.30	\$59,833.26	\$58,136.80	\$57,922.88	\$54,167.35	\$52,708.59	\$51,629.02	\$49,665.03	\$49,244.92
Family < 7 Members	62	\$88,392.25	\$98,910.93	\$96,106.50	\$95,752.86	\$89,544.56	\$87,133.06	\$85,348.43	\$82,101.73	\$81,407.24
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$351,622.02	\$393,465.04	\$382,309.10	\$380,902.34	\$356,205.88	\$346,613.01	\$339,513.77	\$326,598.48	\$323,835.85

Total Annual Premium:	\$4,219,464.26	\$4,721,580.51	\$4,587,709.24	\$4,570,828.12	\$4,274,470.56	\$4,159,356.10	\$4,074,165.30	\$3,919,181.72	\$3,886,030.16
Percent Difference:		11.9%	8.7%	8.3%	1.3%	-1.4%	-3.4%	-7.1%	-7.9%
		Renewal							

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075							
Current:	Renewal:	Alternate HMO Plans:					
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T40	T44	T41	T70	T64	TA8
\$500 \$1,000	\$500 \$1,000	\$1,000 \$3,000	\$1,000 \$2,000	\$1,000 \$2,000	\$1,500 \$4,500	\$2,000 \$4,000	\$2,000 \$6,000
20%	20%	10%	20%	20%	20%	30%	30%
\$4,000 \$8,000	\$4,000 \$8,000	\$4,000 \$8,000	\$5,000 \$10,000	\$5,000 \$10,000	\$4,500 \$9,000	\$4,000 \$8,000	\$6,500 \$13,000
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & 5% Coins	Ded & Coins
\$25	\$25	\$25	\$30	\$30	\$30	\$20	\$35
\$50	\$50	\$50	\$50	\$50	\$55	\$35	\$65
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	\$200	\$300 \$500	Ded & Coins	\$200	Ded & Coins	\$250 \$500
\$350	\$350	\$250	\$350	\$350	\$250	\$100	\$300
\$100	\$100	\$75	\$100	\$100	\$60	\$50	\$75
Covered In Full Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) \$50 (X-Ray)	\$0 (Lab) \$50 (X-Ray)	\$0 (Lab) \$35 (X-Ray)	\$0 (Lab) \$50 (X-Ray)	Covered In Full	\$0 (Lab) \$50 (X-Ray)
Ded & Coins	Ded & Coins	\$250	\$250	\$200	\$200	Ded & Coins	\$200
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum							
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A			
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15			
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35			
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60			
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA			
\$540.60	\$606.18	\$615.27	\$596.04	\$591.89	\$574.65	\$565.83	\$539.08
\$954.71	\$1,070.52	\$1,086.57	\$1,052.60	\$1,045.27	\$1,014.83	\$999.26	\$952.02
\$954.71	\$1,070.52	\$1,086.57	\$1,052.60	\$1,045.27	\$1,014.83	\$999.26	\$952.02
\$1,170.95	\$1,312.99	\$1,332.68	\$1,291.02	\$1,282.02	\$1,244.69	\$1,225.59	\$1,167.65
\$1,170.95	\$1,312.99	\$1,332.68	\$1,291.02	\$1,282.02	\$1,244.69	\$1,225.59	\$1,167.65

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$164,275.37	\$166,738.98	\$161,525.93	\$160,401.07	\$155,730.16	\$153,340.31	\$146,091.45
EE & Child(ren)	27	\$25,777.11	\$28,903.98	\$29,337.45	\$28,420.22	\$28,222.30	\$27,400.46	\$26,979.97	\$25,704.55
EE & Spouse	46	\$43,916.56	\$49,243.81	\$49,982.32	\$48,419.63	\$48,082.44	\$46,682.27	\$45,965.88	\$43,792.93
Family < 7 Members	62	\$72,598.88	\$81,405.42	\$82,626.24	\$80,042.95	\$79,485.54	\$77,170.90	\$75,986.63	\$72,394.51
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$323,828.58	\$328,684.99	\$318,408.73	\$316,191.36	\$306,983.80	\$302,272.79	\$287,983.44

Total Annual Premium:	\$3,465,557.09	\$3,885,942.91	\$3,944,219.88	\$3,820,904.77	\$3,794,296.28	\$3,683,805.60	\$3,627,273.45	\$3,455,801.33
Percent Difference:		12.1%	13.8%	10.3%	9.5%	6.3%	4.7%	-0.3%
		Renewal						

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075									
Current:	Renewal:	Alternate HMO Plans:							
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T78	T56	T72	T71	T61	T68	T67	
\$500 \$1,000	\$500 \$1,000	\$2,000 \$6,000	\$2,500 \$5,000	\$2,500 \$7,500	\$2,500 \$7,500	\$2,500 \$5,000	\$3,000 \$9,000	\$3,500 \$5,000	
20%	20%	20%	20%	20%	30%	30%	20%	30%	
\$4,000 \$8,000	\$4,000 \$8,000	\$6,500 \$13,000	\$5,000 \$10,000	\$6,500 \$13,000	\$6,500 \$13,000	\$5,000 \$10,000	\$6,350 \$12,700	\$6,350 \$12,700	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
\$25	\$25	\$35	\$35	\$35	\$25	\$25	\$40	\$40	
\$50	\$50	\$65	\$50	\$65	\$45	\$50	\$65	\$65	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	\$300 Ded & Coins	Ded & Coins	Ded & Coins	\$350 Ded & Coins	Ded & Coins	
\$350	\$350	\$300	\$200	\$350	\$300	Ded & Coins	\$400	\$300	
\$100	\$100	\$70	\$50	\$85	\$85	Ded & Coins	\$100	\$85	
Covered In Full Ded & Coins	Covered In Full Ded & Coins	Covered In Full	\$0 Lab; D&C X-Ray	\$0 Lab; \$50 X-Ray	\$0 Lab; D&C X-Ray	Covered In Full	\$0 Lab; \$50 X-Ray	\$0 Lab; \$65 X-Ray	
Ded & Coins	Ded & Coins	\$300	Ded & Coins	\$200	Ded & Coins	Ded & Coins	\$200	\$200	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
Pharmacy Copays Included in Medical OOP Maximum									
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A					
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15					
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35					
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60					
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA					
\$540.60	\$606.18	\$535.75	\$497.15	\$491.70	\$489.23	\$485.69	\$469.78	\$463.02	
\$954.71	\$1,070.52	\$946.13	\$877.97	\$868.34	\$863.99	\$857.74	\$829.63	\$817.70	
\$954.71	\$1,070.52	\$946.13	\$877.97	\$868.34	\$863.99	\$857.74	\$829.63	\$817.70	
\$1,170.95	\$1,312.99	\$1,160.43	\$1,076.83	\$1,065.01	\$1,059.68	\$1,052.01	\$1,017.54	\$1,002.91	
\$1,170.95	\$1,312.99	\$1,160.43	\$1,076.83	\$1,065.01	\$1,059.68	\$1,052.01	\$1,017.54	\$1,002.91	

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$164,275.37	\$145,187.88	\$134,728.58	\$133,249.67	\$132,582.13	\$131,623.24	\$127,310.07	\$125,478.95
EE & Child(ren)	27	\$25,777.11	\$28,903.98	\$25,545.57	\$23,705.27	\$23,445.06	\$23,327.61	\$23,158.89	\$22,400.00	\$22,077.81
EE & Spouse	46	\$43,916.56	\$49,243.81	\$43,522.08	\$40,386.75	\$39,943.43	\$39,743.33	\$39,455.89	\$38,162.95	\$37,614.05
Family < 7 Members	62	\$72,598.88	\$81,405.42	\$71,946.75	\$66,763.73	\$66,030.87	\$65,700.07	\$65,224.90	\$63,087.54	\$62,180.15
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$323,828.58	\$286,202.27	\$265,584.33	\$262,669.02	\$261,353.14	\$259,462.92	\$250,960.56	\$247,350.96

Total Annual Premium:	\$3,465,557.09	\$3,885,942.91	\$3,434,427.30	\$3,187,011.92	\$3,152,028.29	\$3,136,237.67	\$3,113,555.02	\$3,011,526.71	\$2,968,211.57
Percent Difference:		12.1%	-9.9%	-8.0%	-9.0%	-9.5%	-10.2%	-13.1%	-14.4%
		Renewal							

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075								
Current:	Renewal:	Alternate HMO Plans:						
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T81	T12	T69	T57	T13	T15	T82
\$500 \$1,000	\$500 \$1,000	\$2,500 \$5,000	\$3,000 \$6,000	\$5,000 \$10,000	\$5,000 \$10,000	\$4,000 \$8,000	\$5,000 \$10,000	\$3,500 \$7,000
20%	20%	30%	50%	30%	30%	50%	30%	40%
\$4,000 \$8,000	\$4,000 \$8,000	\$5,000 \$10,000	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,000 \$12,000
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$25	\$25	Ded & Coins	\$50	\$30	\$40	\$50	\$40	Ded & Coins
\$50	\$50	Ded & Coins	\$75	\$55	\$65	\$75	\$80	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$350	\$350	Ded & Coins	Ded & Coins	\$300	\$300	Ded & Coins	Ded & Coins	Ded & Coins
\$100	\$100	Ded & Coins	Ded & Coins	\$75	\$85	Ded & Coins	Ded & Coins	Ded & Coins
Covered In Full Ded & Coins	Covered In Full Ded & Coins	\$0 Lab; D&C X-Ray	\$0 (Lab); Ded+Coins (X-Ray)	Covered In Full	\$0 Lab; \$65 X-Ray	\$0 (Lab); Ded+Coins (X-Ray)	\$0 Lab; D&C X-Ray	\$0 Lab; D&C X-Ray
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	\$200	Ded & Coins	\$200	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum								
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A				
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15				
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35				
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60				
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA				
\$540.60	\$606.18	\$441.99	\$437.60	\$427.13	\$425.51	\$418.83	\$405.04	\$386.73
\$954.71	\$1,070.52	\$780.55	\$772.80	\$754.32	\$751.45	\$739.65	\$715.30	\$682.96
\$954.71	\$1,070.52	\$780.55	\$772.80	\$754.32	\$751.45	\$739.65	\$715.30	\$682.96
\$1,170.95	\$1,312.99	\$957.35	\$947.84	\$925.17	\$921.65	\$907.18	\$877.32	\$837.66
\$1,170.95	\$1,312.99	\$957.35	\$947.84	\$925.17	\$921.65	\$907.18	\$877.32	\$837.66

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$164,275.37	\$119,779.08	\$118,589.68	\$115,753.57	\$115,312.85	\$113,502.02	\$109,766.03	\$104,803.76
EE & Child(ren)	27	\$25,777.11	\$28,903.98	\$21,074.93	\$20,865.66	\$20,366.65	\$20,289.10	\$19,970.49	\$19,313.15	\$18,440.05
EE & Spouse	46	\$43,916.56	\$49,243.81	\$35,905.44	\$35,548.90	\$34,698.73	\$34,566.62	\$34,023.80	\$32,903.89	\$31,416.38
Family < 7 Members	62	\$72,598.88	\$81,405.42	\$59,355.61	\$58,766.22	\$57,360.81	\$57,142.41	\$56,245.07	\$54,393.72	\$51,934.71
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$323,828.58	\$236,115.06	\$233,770.45	\$228,179.76	\$227,310.99	\$223,741.38	\$216,376.79	\$206,594.89

Total Annual Premium:	\$3,465,557.09	\$3,885,942.91	\$2,833,380.66	\$2,805,245.45	\$2,738,157.15	\$2,727,731.85	\$2,684,896.54	\$2,596,521.44	\$2,479,138.72
Percent Difference:		12.1%	-18.2%	-19.1%	-21.0%	-21.3%	-22.5%	-25.1%	-28.5%
		Renewal							

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Rates Include Preferred Fitness Certificate

Group # 00H075			
Current:	Renewal:	Alternate HMO Plans:	
HMO	HMO	Non-Embedded HMO-H.S.A.	Non-Embedded HMO-H.S.A.
T38	T38	T83	T84
\$500 \$1,000	\$500 \$1,000	Non-Embedded \$1,500 \$3,000	Non-Embedded \$1,600 \$3,200
20%	20%	10%	20%
\$4,000 \$8,000	\$4,000 \$8,000	Non-Embedded \$3,000 \$6,000	Non-Embedded \$3,200 \$6,400
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$25	\$25	Ded & Coins	Ded & Coins
\$50	\$50	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$350	\$350	Ded & Coins	Ded & Coins
\$100	\$100	Ded & Coins	Ded & Coins
Covered In Full Ded & Coins	Covered In Full Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum			
FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$3 Walgreens Pharmacy - N/A		
FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15	FHCP Pharmacy - Ded+\$10 Walgreens Pharmacy - Ded+\$15		
FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35	FHCP Pharmacy - Ded+\$30 Walgreens Pharmacy - Ded+\$35		
FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60	FHCP Pharmacy - Ded+\$55 Walgreens Pharmacy - Ded+\$60		
FHCP Pharmacy - \$125 Walgreens Pharmacy - NA	FHCP Pharmacy - Ded+\$125 Walgreens Pharmacy - N/A		
\$540.60	\$606.18	\$497.32	\$482.50
\$954.71	\$1,070.52	\$878.26	\$852.09
\$954.71	\$1,070.52	\$878.26	\$852.09
\$1,170.95	\$1,312.99	\$1,077.19	\$1,045.09
\$1,170.95	\$1,312.99	\$1,077.19	\$1,045.09

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$164,275.37	\$134,772.80	\$130,757.06
EE & Child(ren)	27	\$25,777.11	\$28,903.98	\$23,713.05	\$23,006.49
EE & Spouse	46	\$43,916.56	\$49,243.81	\$40,400.01	\$39,196.24
Family < 7 Members	62	\$72,598.88	\$81,405.42	\$66,785.64	\$64,795.67
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$323,828.58	\$265,671.50	\$257,755.46

Total Annual Premium:	\$3,465,557.09	\$3,885,942.91	\$3,188,057.97	\$3,093,065.48
Percent Difference:		12.1%	-8.0%	-10.7%
		Renewal		

This document should be used only for plan pricing. The benefits are for illustrative purposes only. FHCP is not responsible for errors or omissions included in these benefit illustrations. Please refer to SBC's to verify actual benefits.

City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type & Plan Code	
Network	
Annual Deductible	
Individual	
Family	
Co-Insurance (Mbr Pays)	
Annual Out-of-Pocket Expense Limit	
Individual	
Family	
Well Baby Care & Child Health Supervision Visits	
Annual Adult Physical Health Screening	
Annual Well Women's Assessment	
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	
Therapeutic Injections/Infusions of Medication	
PCP OV	
Specialist OV	
In-Patient	
Outpatient Surgery	
Ambulatory Surgical Center Facility	
Outpatient Hospital Facility Services (per visit)	
Emergency Room Visit	
Urgent Care Visit	
Lab (Independent Clinical Lab) & X-Ray	
Independent Diagnostic Testing Facility/Provider's Office	
Outpatient Hospital Facility Services (per visit)	
Advanced Imaging Services	
Independent Diagnostic Testing Facility/Provider's Office	
Outpatient Hospital Facility Services (per visit)	
Durable Medical Equipment	
PHARMACY	
All nationwide Walgreens are available at any time	
Formulary Preferred Generic	
Formulary Non-Preferred Generic	
Formulary Preferred Brand	
Formulary Non-Preferred Brand	
Pre-Approved, Pre-Certified Specialty Drug Formulary	
RATES	
Single	
EE & Child(ren)	
EE & Spouse	
Family < 7 Members	
Family 7 + Members	
Renewal Census	
Single	271
EE & Child(ren)	27
EE & Spouse	46
Family < 7 Members	62
Family 7 + Members	0
Totals:	406

Rates Include Preferred Fitness Certificate

Group # 00C075									
Current:		Renewal:		Alternate POS Plans:					
POS - T34		POS - T34		POS - T36		POS - T37		POS - T76	
In Net	Out of Net	In Net	Out of Net	In Net	Out of Net	In Net	Out of Net	In Net	Out of Net
\$0	\$2,000 \$4,000	\$0	\$2,000 \$4,000	\$500 \$1,500	\$1,500 \$3,000	\$1,000 \$2,000	\$2,000 \$4,000	\$1,500 Per Person	\$4,500 Per Person
10%	50%	10%	50%	10%	30%	10%	30%	10%	50%
\$3,000 \$6,000	\$6,000 \$12,000	\$3,000 \$6,000	\$6,000 \$12,000	\$3,000 \$6,000	\$4,000 \$8,000	\$4,000 \$8,000	\$4,000 \$8,000	\$6,000 \$12,000	\$10,000 \$20,000
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
10% Coins	Ded & Coins	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$20	Ded & Coins	\$20	Ded & Coins	\$20	Ded & Coins	\$20	Ded & Coins	\$35	Ded & Coins
\$35	Ded & Coins	\$35	Ded & Coins	\$35	Ded & Coins	\$35	Ded & Coins	\$50	Ded & Coins
\$250/Day (Days 1-5)	Ded & Coins	\$250/Day (Days 1-5)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	Ded & Coins	\$100	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	Same as In-Network	\$100	Same as In-Network	\$100	Same as In-Network	Ded & Coins	Same as In-Network	Ded & Coins	Same as In-Network
\$60	Same as In-Network	\$60	Same as In-Network	\$50	Same as In-Network	Ded & Coins	Same as In-Network	10% Coins	Same as In-Network
Covered In Full 10% Coins	Ded & Coins	Covered In Full 10% Coins	Ded & Coins	Covered In Full Ded & Coins	Ded & Coins	Covered In Full	Ded & Coins	\$0 Lab \$50 X-Ray	Ded & Coins
Covered In Full 10% Coins	Ded & Coins	Covered In Full 10% Coins	Ded & Coins	\$150 Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
10% Coins	Ded & Coins	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum									
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A					
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15					
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35					
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60					
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA					
\$662.81		\$743.06		\$700.02		\$625.98		\$578.20	
\$1,170.53		\$1,312.25		\$1,236.24		\$1,105.49		\$1,021.09	
\$1,170.53		\$1,312.25		\$1,236.24		\$1,105.49		\$1,021.09	
\$1,435.66		\$1,609.47		\$1,516.25		\$1,355.88		\$1,252.37	
\$1,435.66		\$1,609.47		\$1,516.25		\$1,355.88		\$1,252.37	
Monthly Premium		Monthly Premium		Monthly Premium		Monthly Premium		Monthly Premium	
\$179,622.65		\$201,369.80		\$189,706.35		\$169,641.53		\$156,690.95	
\$31,604.31		\$35,430.68		\$33,378.52		\$29,848.14		\$27,569.51	
\$53,844.37		\$60,363.38		\$56,867.10		\$50,852.39		\$46,970.28	
\$89,010.64		\$99,787.28		\$94,007.55		\$84,064.57		\$77,647.01	
\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
\$354,081.97		\$396,951.14		\$373,959.51		\$334,406.64		\$308,877.75	
\$4,248,983.67		\$4,763,413.71		\$4,487,514.15		\$4,012,879.68		\$3,706,533.02	
		12.1%		5.6%		-5.6%		-12.8%	
Renewal									

This document should be used only for plan pricing. The benefits are for illustrative purposes only. FHCP is not responsible for errors or omissions included in these benefit illustrations. Please refer to SBC's to verify actual benefits.

Renewal Date: 7/1/2017 thru 06/30/2018

This document should be used only for plan pricing. The benefits are for illustrative purposes only. FHCP is not responsible for errors or omissions included in these benefit illustrations. Please refer to SBC's to verify actual benefits.

City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Code & Plan Type
BENEFITS
Annual Deductible
Individual
Family
Co-Insurance
Annual Out-of-Pocket Expense Limit
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
Primary Care Physician OV
Specialist OV
In-Patient
Outpatient Surgery
Ambulatory Surgical Center Facility
Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray
Independent Diagnostic Testing Facility/Provider's Office
Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services
Independent Diagnostic Testing Facility/Provider's Office
Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY
All nationwide Walgreens are available at any time
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary

Rates Include Preferred Fitness Certificate

Alternate Triple Option Plans:

T05 - Triple Option			T09 - Triple Option			T07 - Triple Option			T06 - Triple Option		
In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3
\$0	\$500 \$1000	\$1000 \$2000	\$250 \$500	\$500 \$1000	\$1000 \$2000	\$500 \$1000	\$1000 \$2000	\$2000 \$4000	\$1000 \$2000	\$2000 \$4000	\$3000 \$6000
10%	20%	40%	10%	20%	30%	10%	20%	30%	10%	30%	40%
\$5000 \$10,000	\$5000 \$10,000	\$7000 \$14,000	\$2500 \$5000	\$2500 \$5000	\$5000 \$10,000	\$4000 \$8000	\$4000 \$8000	\$6000 \$12,000	\$4000 \$8,000	\$4000 \$8,000	\$6000 \$12,000
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$20	\$30	Ded & Coins	\$20	\$35	Ded & Coins	\$20	\$35	Ded & Coins	\$20	\$35	Ded & Coins
\$35	Ded & Coins	Ded & Coins	\$35	\$60	Ded & Coins	\$35	\$60	Ded & Coins	\$35	\$60	Ded & Coins
10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
10% Coins	Same as In-Network	Same as In-Network	\$100	Same as In-Network	Same as In-Network	\$100	Same as In-Network	Same as In-Network	Ded & Coins	Same as In-Network	Same as In-Network
10% Coins	Same as In-Network	Same as In-Network	\$75	Same as In-Network	Same as In-Network	\$75	Same as In-Network	Same as In-Network	Ded & Coins	Same as In-Network	Same as In-Network
\$0 (Lab) 10% Coins (X-Ray) 10% Coins	NA	Ded & Coins	Covered In Full Ded & Coins	NA	Ded & Coins	Covered In Full Ded & Coins	NA	Ded & Coins	Covered In Full Ded & Coins	NA	Ded & Coins
10% Coins	NA	Ded & Coins	\$150 Ded & Coins	NA	Ded & Coins	\$150 Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum											
FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A											
FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15											
FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35											
FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60											
FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A											

Option 1: HMO *Participating* Provider Network

Option 2: *FHCP's Expanded Physician Network* - VHN's EPO Network, BCBSF HMO Network (Outside Volusia and Flagler Counties, but within the State of FL), BCBSF BlueCard Providers (Outside the State of FL)

Option 3: *Non-Participating providers*, who do not participate in either FHCP's HMO or EPN Network. Please note that charges in excess of allowable may apply (Balance Billing).

RATES	
Single	\$794.42
EE & Child(ren)	\$1,402.95
EE & Spouse	\$1,402.95
Family < 7 Members	\$1,720.72
Family 7 + Members	\$1,720.72

Renewal Census	Subs:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$215,288.49	\$209,192.15	\$205,900.56	\$196,201.00
EE & Child(ren)	27	\$37,879.65	\$36,807.01	\$36,227.86	\$34,521.24
EE & Spouse	46	\$64,535.70	\$62,708.24	\$61,721.54	\$58,813.96
Family < 7 Members	62	\$106,684.58	\$103,663.59	\$102,032.47	\$97,225.92
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$424,388.43	\$412,370.98	\$405,882.44	\$386,762.12

Total Annual Premium:	\$5,092,661.11	\$4,948,451.79	\$4,870,589.23	\$4,641,145.49
Percent Difference:	19.9%	16.5%	14.6%	9.2%

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City of Port Orange

Group #: 000075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	11	12	26	12	23	15	1	100
single female	7	5	7	4	3	14	3	43
dep male	0	1	4	3	0	0	0	8
dep female	0	2	1	1	0	0	0	4
couple	0	4	4	2	7	6	2	25
family	1	5	8	5	4	4	1	28
large family	0	0	0	0	0	0	0	0
Total	19	29	50	27	37	39	7	208
Group Total								208

City of Port Orange

Group #: 00C075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	0	1	2	2	3	0	0	8
single female	1	0	1	0	1	2	0	5
dep male	0	1	0	0	0	0	0	1
dep female	1	0	0	0	0	0	0	1
couple	0	0	1	1	0	0	0	2
family	0	1	2	1	0	0	0	4
large family	0	0	0	0	0	0	0	0
Total	2	3	6	4	4	2	0	21
Group Total								21

City of Port Orange

Group #: 00H075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	28	14	16	5	7	1	1	72
single female	6	7	3	3	0	0	0	19
dep male	0	2	2	2	0	0	0	6
dep female	1	1	2	0	0	0	0	4
couple	1	2	1	1	3	2	1	11
family	2	7	6	6	0	0	0	21
large family	0	0	0	0	0	0	0	0
Total	38	33	30	17	10	3	2	133
Group Total								133

City of Port Orange

Group #: 00L075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	3	5	2	3	4	0	0	17
single female	0	2	2	2	0	1	0	7
dep male	0	0	3	0	0	0	0	3
dep female	0	0	0	0	0	0	0	0
couple	0	4	1	1	2	0	0	8
family	0	2	5	1	1	0	0	9
large family	0	0	0	0	0	0	0	0
Total	3	13	13	7	7	1	0	44
Group Total								44

City of Port Orange

Group #: ALL

7/1/2017 Total Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	42	32	46	22	37	16	2	197
single female	14	14	13	9	4	17	3	74
dep male	0	4	9	5	0	0	0	18
dep female	2	3	3	1	0	0	0	9
couple	1	10	7	5	12	8	3	46
family	3	15	21	13	5	4	1	62
large family	0	0	0	0	0	0	0	0
Total	62	78	99	55	58	45	9	406
Group Total								406

City of Port Orange

Group #: 000075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	9	10	23	13	27	14	4	100
single female	7	5	8	6	4	13	3	46
dep male	0	3	4	2	1	0	0	10
dep female	0	2	0	0	0	0	0	2
couple	0	4	2	3	10	5	3	27
family	2	4	12	4	5	3	0	30
large family	0	0	0	0	0	0	0	0
Total	18	28	49	28	47	35	10	215
Group Total								215

City of Port Orange

Group #: 00C075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	0	1	4	1	2	0	1	9
single female	0	0	1	0	1	1	0	3
dep male	0	1	0	0	0	0	0	1
dep female	1	0	0	0	0	0	0	1
couple	0	0	1	0	0	0	0	1
family	0	0	1	1	0	0	0	2
large family	0	0	0	0	0	0	0	0
Total	1	2	7	2	3	1	1	17
Group Total								17

City of Port Orange

Group #: 00H075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	26	20	16	5	6	3	0	76
single female	7	6	3	2	0	0	0	18
dep male	0	2	1	2	0	0	0	5
dep female	1	2	2	0	0	0	0	5
couple	1	0	2	0	2	1	1	7
family	3	8	8	2	0	0	0	21
large family	0	0	0	0	0	0	0	0
Total	38	38	32	11	8	4	1	132
Group Total								132

City of Port Orange

Group #: 00L075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	3	5	2	3	3	1	0	17
single female	0	1	1	2	0	1	0	5
dep male	0	2	0	0	0	0	0	2
dep female	0	0	0	0	0	0	0	0
couple	0	2	1	0	1	0	0	4
family	0	1	6	0	2	1	0	10
large family	0	0	0	0	0	0	0	0
Total	3	11	10	5	6	3	0	38
Group Total								38

City of Port Orange

Group #: ALL

7/1/2016 Total Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	38	36	45	22	38	18	5	202
single female	14	12	13	10	5	15	3	72
dep male	0	8	5	4	1	0	0	18
dep female	2	4	2	0	0	0	0	8
couple	1	6	6	3	13	6	4	39
family	5	13	27	7	7	4	0	63
large family	0	0	0	0	0	0	0	0
Total	60	79	98	46	64	43	12	402
Group Total								402



City of Port Orange

Basic Life, Basic AD&D, Employer Sponsored Dental, Vision

Proposal produced on June 9, 2017
This quote is valid for 90 days from date of proposal

City of Port Orange Rate Summary

Coverage	Participating Lives	Covered Volume	Rates	Annual Premium
Life Option 3 4246276				
Basic Life (per \$1,000 of Covered Volume)	429	\$19,558,000		\$35,204
All Other Active Full Time Employees	414	\$17,048,500	\$0.150	
All Active Full Time City Council, Mayor	5	\$101,500	\$0.150	
All Active Full Time Directors	8	\$1,808,000	\$0.150	
All Active Full Time Attorneys, City Managers	2	\$600,000	\$0.150	
Rates are guaranteed from July 1, 2017 - June 30, 2020				
Basic AD&D (per \$1,000 of Covered Volume)	429	\$19,558,000		\$7,980
All Other Active Full Time Employees	414	\$17,048,500	\$0.034	
All Active Full Time City Council, Mayor	5	\$101,500	\$0.034	
All Active Full Time Directors	8	\$1,808,000	\$0.034	
All Active Full Time Attorneys, City Managers	2	\$600,000	\$0.034	
Rates are guaranteed from July 1, 2017 - June 30, 2020				
Dental Option 3 4191818				
Employer Sponsored Dental (per Employee Per Month)	408			\$254,846
▪ Employee Only	246		\$30.98	
▪ Employee + Family	162		\$84.05	
Rates are guaranteed from July 1, 2017 - June 30, 2019				
3 rd year Rate Cap: The second year's renewal rates will not be increased by more than 6.0% above the current rates.				
Vision Option 2 4159641				
Vision (Per Employee Per Month)	249			\$26,538
▪ Employee Only	145		\$6.26	
▪ Employee + 1 Dependent	54		\$9.08	
▪ Employee + Family	50		\$16.27	
Rates are guaranteed from July 1, 2017 - June 30, 2020				
<i>Jessica Scott</i>				

Summary of Benefits

Life / AD&D Insurance – Life Option 3

Basic Life	
All Other Active Full Time Employees (30 Hours)	• 1 times pay to a maximum of \$140,000 • A minimum benefit of \$10,000 • Medical Evidence Level: \$140,000 • Reduces by: 50% at Age 70 • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65) • Conversion is included in this quote • Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000
Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable. *All reductions are applied to the original benefit amount	
All Active Full Time City Council, Mayor (30 Hours)	• 1.5 times pay to a maximum of \$140,000 • A minimum benefit of \$10,000 • Medical Evidence Level: \$140,000 • Reduces by: 50% at Age 70 • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65) • Conversion is included in this quote • Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000
Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable. *All reductions are applied to the original benefit amount	
All Active Full Time Directors (30 Hours)	• 2 times pay to a maximum of \$250,000 • A minimum benefit of \$10,000 • Medical Evidence Level: \$250,000 • Reduces by: 50% at Age 70 • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65) • Conversion is included in this quote • Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000

Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

All Active Full Time Attorneys, City Managers (30 Hours)	• 3 times pay to a maximum of \$300,000 • A minimum benefit of \$10,000 • Medical Evidence Level: \$300,000 • Reduces by: 50% at Age 70 • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65) • Conversion is included in this quote • Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000
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Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

Basic AD&D

All Other Active Full Time Employees (30 Hours)	• 100% of the Basic Life benefit. • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65)
---	--

Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

All Active Full Time City Council, Mayor (30 Hours)	• 100% of the Basic Life benefit. • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65)
---	--

Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

All Active Full Time Directors (30 Hours)	• 100% of the Basic Life benefit. • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65)
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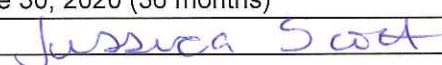
Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

All Active Full Time Attorneys, City Managers (30 Hours)	• 100% of the Basic Life benefit. • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65)
--	--

Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
Basic Life				
All Other Active Full Time Employees	\$0.150	\$17,048,500	\$2,557	\$30,687
All Active Full Time City Council, Mayor	\$0.150	\$101,500	\$15	\$183
All Active Full Time Directors	\$0.150	\$1,808,000	\$271	\$3,254
All Active Full Time Attorneys, City Managers	\$0.150	\$600,000	\$90	\$1,080
Rates are guaranteed from July 1, 2017 - June 30, 2020 (36 months)				
Basic AD&D				
All Other Active Full Time Employees	\$0.034	\$17,048,500	\$580	\$6,956
All Active Full Time City Council, Mayor	\$0.034	\$101,500	\$3	\$41
All Active Full Time Directors	\$0.034	\$1,808,000	\$61	\$738
All Active Full Time Attorneys, City Managers	\$0.034	\$600,000	\$20	\$245
Rates are guaranteed from July 1, 2017 - June 30, 2020 (36 months)				
				

Plan Features and Limitations

Grief Counseling: Automatically included with Basic Life at no additional cost to the employer or employee. Available in all situs states except MD, NY and WA.

Grief counseling is offered by Harris Rothenberg International, Inc.¹. Grief counseling provides eligible employees, beneficiaries, spouses and other family members a form of counseling that aims to help people cope with grief and mourning following the death of a loved one, or with major life changes that trigger feelings of grief such as divorce, the loss of a job, financial hardship, terminal illness or loss of a pet.

¹ Grief Counseling services are provided through an agreement with HRI, Inc. HRI, Inc. is not an affiliate of MetLife and the services HRI provides are separate and apart from the insurance provided by MetLife.

Funeral Planning Services: Automatically included with Basic Life and Supplemental Life at no additional cost to the employer or employee. Not available in all jurisdictions and subject to regulatory approval. Not available on all policy forms.

¹ Funeral planning services are provided through an agreement with SCI Shared Resources, LLC ("SCI"). SCI is not an affiliate of MetLife, and the services SCI provides are separate and apart from the insurance provided by MetLife. The Dignity Memorial brand name is used to identify a network of licensed funeral, cremation and cemetery providers that comprise the Dignity Memorial network. The Dignity Memorial network includes affiliates of Service Corporation International, 1929 Allen Parkway, Houston, Texas, as well as many other fine independently owned and operated establishments.

Total Control Account (TCA):

- ☐ Death claim proceeds paid via the TCA Settlement Option - an interest-bearing account with draft-writing privileges
- ☐ Relieves beneficiaries of the need to make immediate decisions about what to do with a lump-sum check, while giving them the flexibility to access funds as needed and earn interest on the proceeds as they assess their financial situation
- ☐ Provides full and immediate access to the death proceeds
- ☐ Principal and interest earned are guaranteed by the financial strength and claims paying ability of the Metropolitan Life Insurance Company
- ☐ Beneficiary receives a draftbook, along with a Customer Agreement and other materials describing the Account
- ☐ Unlimited draft writing privileges
- ☐ No charges for processing TCA drafts, no monthly maintenance fees, and no charge for ordering additional TCA drafts
- ☐ Accountholders receive periodic statements itemizing account activity and a free **Life Advice** newsletter
- ☐ Information about the TCA is available electronically through MetLife's easy to use eSERVICE web site
- ☐ Customer Service Representatives specially trained to provide service to beneficiaries are available through a special toll-free number
- ☐ At their convenience, Accountholders are able to touch or speak their requests into the phone such as, "hear account balance", "get recent transactions", and "order drafts."

Subject to state law, and/or group policyholder direction, the TCA is provided for all Life and AD&D benefits of \$5,000 or more. The TCA is not insured by the Federal Deposit Insurance Corporation or any government agency. The assets backing the TCA are maintained in the Metropolitan Life Insurance Company (MetLife) general account and are subject to MetLife's creditors. MetLife bears the investment risk of the assets backing the TCA, and expects to receive a profit. Regardless of the investment experience of such assets, the interest credited to Total Control Accounts will never fall below the guaranteed minimum rate. Guarantees are subject to the financial strength and claims

paying ability of MetLife.
Accelerated Benefits Option: If included, the minimum that can be accelerated is \$20,000.
The definition of earnings used to define benefits will be Basic Monthly Earnings .
Waiver of Premium: Group life coverage is continued for an employee meeting the contractual definition of total disability. No further premium payment for that employee is required. The onset of the disability must occur prior to the age as defined in the Summary of Benefits. The disability must last continuously through the defined waiting period, and the employee must submit a request for the extension within 12 months of the onset of the total disability.
Enrolling in the Plan: ▪ A statement of health will need to be submitted by employees who: • Request coverage amounts during their initial 31-day enrollment that exceed the stated MEOI level. • Apply for coverage after the period which begins on the first day on which they are eligible for the coverage (or the first day following a qualifying event, if applicable) and ends at the earlier of the next following annual enrollment period or the day before the next following Policy Anniversary. In no event will this period be more than a year, or less than 31 days. • Have indicated a medical condition on their enrollment form.
Benefit Increases: ▪ Employees who experience a pay increase that generates a benefit, for the first time, which exceeds the stated MEOI level, will have to submit a statement of health. ▪ Basic Life: Employees, Actively at Work, who are participating in the plan and want to increase their coverage by any amount will have to submit a statement of health.
The coverage will be subject to a contestability clause in accordance with the law.
No eligible individual may be covered more than once under this plan. If a person is covered as an employee, he/she cannot be covered as a spouse or dependent. If an employee and spouse are employed by the same employer, their eligible dependents may be insured as dependents of only one employee.

Table of Covered Losses for AD&D	
Covered Loss	Basic AD&D
Life	100%
Hand	50%
Foot	50%
Arm	75%
Leg	75%
Sight of One Eye	50%
Combination of a Hand, Foot, and/or Eye	100%
Thumb & Index Finger on the Same Hand	25%
Speech and Hearing	100%
Speech	50%
Hearing	50%
Paralysis of Both Arms and Both Legs	100%
Paralysis of Both Legs	50%
Paralysis of the Arm & Leg on Either Side of the Body	50%
Paralysis of One Arm or Leg	25%
Brain Damage	100%
Coma	1% monthly up to 60 months
* Maximum Amount payable for all Covered Losses sustained in one accident is capped at 100% of the Full Amount	
Additional Benefits	
Benefit	Basic AD&D
Air Bag Use	5% up to \$10,000
Seat Belt Use	10% up to \$25,000
Common Carrier	100% of Full Amount
Child Care Center	\$5,000 per year for 4 Yrs up to 12% of Full Amount

Limitations and Exclusions	
Limitations	The Accidental Death & Dismemberment loss must occur within 365 days after the date of the accident and be a direct result of bodily injury sustained from that accident, independent of other causes.
Exclusions	Accidental Death & Dismemberment insurance does not include payment for any loss which in any way results from or is caused by or contributed to by: - physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity; - infection, other than infection occurring in an external accidental wound; - suicide or attempted suicide; - intentionally self-inflicted injury; - service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country; - any incident related to: 1) travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger; 2) travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight; 3) parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self preservation; 4) travel in an aircraft or device used for testing or experimental purposes; by or for any military authority; or for travel or designed for travel beyond the earth's atmosphere; - committing or attempting to commit a felony; - the voluntary intake or use by any means of: 1) any drug, medication or sedative, unless it is: taken or used as prescribed by a Physician, or an "over the counter" drug, medication or sedative, taken as directed; 2) alcohol in combination with any drug, medication, or sedative; or 3) poison, gas, or fumes; - war, whether declared or undeclared; or act of war, insurrection, rebellion, riot; - driving a vehicle or operating another device while intoxicated as defined by the laws of the jurisdiction in which the vehicle or other device was being operated.

Highlights
Broker Commissions included in the rate: None
Expected Participation: 100%
Employee Contributions: 0%
Situs is FLORIDA
Financial Arrangement: Non-retrospectively Experience Rated
Final rates will be based on actual enrollment and contribution levels.
Submit complete enrollment materials by the 15 th of the month preceding the effective date to ensure prompt Underwriting review.
Benefits terminate at retirement for: Basic Life Basic AD&D
AD&D Benefits terminate when the corresponding Life Benefits terminate.
Actively at Work On the Group Policy Effective Date, MetLife will cover those not Actively at Work in accordance with the following guidelines: - All Employees will be covered under the transition rules for the MetLife Group Policy, regardless of their Actively At Work status, provided: - Their coverage was in force under the prior plan on the day before the MetLife Group Policy effective date, and - A Waiver of Premium disability claim was not previously approved by the prior carrier. Individuals who have previously been approved for Waiver of Premium will retain life insurance protection under the prior carrier's policy. - The Group Life insurance provided under the transition rules for the MetLife Group Policy is equal to the <u>lesser</u> of: - The coverage amount under the prior plan, and - The coverage amount under the MetLife plan for the applicable employee class and coverage type - For each participant <u>not</u> Actively At Work on the MetLife Group Policy effective date, transition coverage would continue under these rules until the <u>earliest</u> of the following to occur: - The date the employee returns to work as an active Full-Time Employee, at which time active employee coverage will supersede the transition coverage - The last day of the 12 month period following the MetLife coverage effective date - The last day the employee would have been covered under the prior policy had it not terminated (in other words, the date an individual's coverage under the prior policy would have ceased for some reason unrelated to the policy ending) - The date coverage would end pursuant to the termination provisions of the MetLife certificate - The date extension protection is provided under the Waiver of Premium provision of the prior carrier's policy (i.e. approval of a premium waiver claim on account of a disability that occurred while the employee's coverage under the prior policy was in force) If not already provided, please provide a listing of Non-Actively at Work employees that includes age, gender, amount of insurance, date of, and reason for disability of all such disabled individuals, for risk evaluation.

Summary of Benefits

Dental Insurance - Dental Option 3

Employer Sponsored Dental				
Class Description	All Active Full Time Employees (30 Hours)		Retirees	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Reimbursement	Negotiated Fee Schedule	R&C 90th Percentile	Negotiated Fee Schedule	R&C 90th Percentile
Type A – Preventive	100%	100%	100%	100%
Type B – Basic	100%	90%	100%	90%
Type C – Major	50%	50%	50%	50%
Calendar Year Deductible applies to:	B & C	B & C	B & C	B & C
▪ Individual	\$25	\$25	\$25	\$25
▪ Family	\$75	\$75	\$75	\$75
	Aggregate	Aggregate	Aggregate	Aggregate
Calendar Year Maximum (applies to A,B,C services)	\$2,500	\$1,500	\$2,500	\$1,500
Orthodontia	50%	50%	50%	50%
Orthodontia Lifetime Maximum	\$1,000	\$1,000	\$1,000	\$1,000
* Out of Network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary charge is based on the lowest of (1) the dentist's actual charge (the 'Actual Charge'), (2) the dentist's usual charge for the same or similar services (the 'Usual Charge') or (3) the charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). Services must be necessary in terms of generally accepted dental standards.				

Employer Sponsored Dental	Rate per Employee	Lives	Est Monthly Premium	Est Annual Premium
▪ Employee Only	\$30.98	246	\$21,237	\$254,846
▪ Employee + Family	\$84.05	162		
▪ Total		408		
Rates are guaranteed from July 1, 2017 - June 30, 2019 (24 months)				
3 rd year Rate Cap: The second year's renewal rates will not be increased by more than 6.0% above the current rates.				
Jessica Scott				

Frequency & Allocations / Exclusions

(Custom Comprehensive (Flex) - Custom Standard (Flex))

Class Description: All Active Full Time Employees	
TYPE A	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Examinations	▪ 2 times in 1 calendar year
▪ Examinations – Problem Focused	▪ Combined with Examinations Limit
▪ Prophylaxis: Cleanings	▪ 2 times in 1 calendar year
▪ Sealants	▪ 1 per molar in 60 months for a child under age 17
▪ Fluoride	▪ 1 time in 12 months for a dependent child under age 14
▪ Full Mouth X-Rays	▪ Once in 3 calendar years
▪ Bitewing X-Rays	▪ For a child under 19: 1 time in 1 calendar year ▪ Adult: 1 time in 1 calendar year
▪ Periapical X-Rays	
TYPE B	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Space Maintainers	▪ 1 per lifetime for a child under age 14
▪ Consultations	▪ 1 in 12 months
▪ Amalgam Fillings	▪ 1 replacement per surface in 24 Months
▪ Root Canal	▪ 1 per tooth per lifetime
▪ Periodontal Maintenance	▪ 4 perio. Treatments in 1 calendar yr, includes 2 cleanings (total comb: 4)
▪ Scaling & Root Planing	▪ 1 per quadrant in any 24 month period
▪ Repairs	▪ 1 in 12 months
▪ Recementations	▪ 1 in 12 months
▪ Dentures – Rebases / Relines	▪ 1 in 36 months
▪ Denture Adjustments	▪ 1 in 6 months
▪ Tissue Conditioning	▪ 1 in 12 months
▪ Labs & Other Tests	
▪ Emergency Palliative Treatment	
▪ Other X-Rays	
▪ General Anesthesia	
▪ Resin Composite Fillings(includes coverage for composite fillings on molars)	
▪ Pulpotomy	
▪ Pulp Capping	
▪ Pulp Therapy	
▪ Apexification & Recalcification	
▪ Periodontics – Non-Surgical	
▪ Oral Surgery: Simple Extractions	
▪ Oral Surgery: Surgical Extractions	
▪ Other Oral Surgery	
▪ General Services	
TYPE C	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Periodontal Surgery	▪ 1 per quadrant in any 36 month period
▪ Prefabricated Crowns	▪ 1 per tooth in 5 calendar years
▪ Crown Buildups / Post Core	▪ 1 per tooth in 5 calendar years
▪ Dentures	▪ 1 in 5 calendar years
▪ Immediate Temporary Dentures – Complete / Partial	▪ 1 replacement in 12 months
▪ Fixed Bridges	▪ 1 in 5 calendar years

▪ Inlays / Onlays /Crowns	▪ 1 replacement per tooth in 5 calendar years
▪ Implant Services	▪ 1 per tooth position in 5 calendar years
▪ Implant Repairs	▪ 1 per tooth in 12 months
▪ Implant Supported Prosthetic	▪ 1 per tooth in 5 calendar years
▪ Occlusal Adjustments	▪ 1 in 12 months
▪ Periodontal Surgery – Soft & Connective Tissue Grafts	
▪ Harmful Habit Appliances	
Orthodontics	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Orthodontic Diagnostics	
▪ Orthodontic Treatment	

Exclusions
All Active Full Time Employees
▪ Services which are not dentally necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which we deem experimental in nature. ▪ Services for which a covered person would not be required to pay in the absence of dental insurance. ▪ Services or supplies received by a covered person before the insurance starts for that person. ▪ Services which are neither performed nor prescribed by a dentist except for those services of a licensed dental hygienist which are supervised and billed by a dentist and which are for scaling or polishing of teeth or fluoride treatment. ▪ Services which are primarily cosmetic unless such service is: required for reconstructive surgery which is incidental to or follows surgery which results from a trauma, an infection or other disease of the involved part; or required for reconstructive surgery because of a congenital disease or anomaly of a Child which has resulted in a functional defect; or (For residents of Texas) required for the treatment or correction of a congenital defect of a newborn child). ▪ Services or appliances which restore or alter occlusion or vertical dimension. ▪ Restoration of tooth structure damaged by attrition, abrasion or erosion unless caused by disease. ▪ Restorations or appliances used for the purpose of periodontal splinting. ▪ Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco. ▪ Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss. ▪ Initial installation of a Denture to replace one or more teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth. ▪ Decoration or inscription of any tooth, device, appliance, crown or other dental work. ▪ Missed appointments. ▪ Services covered under any workers' compensation or occupational disease law. ▪ Services paid under any employer liability law. ▪ Services for which the employer of the person receiving such services is not required to pay. ▪ Services received at a facility maintained by the Policyholder, labor union, mutual benefit association, or VA hospital. ▪ Services covered under other coverage provided by the Policyholder. ▪ Temporary or provisional restorations. ▪ Temporary or provisional appliances. ▪ Prescription drugs. ▪ Services for which the submitted documentation indicates a poor prognosis. ▪ Services, to the extent such services, or benefits for such services, are available under a government plan. This exclusion will apply whether or not the person receiving the services is enrolled for the government plan. We will not exclude payment of benefits for such services if the government plan requires that Dental Insurance under the group policy be paid first. ▪ The following when charged by the dentist on a separate basis - Claim form completion; infection control such as gloves, masks, and sterilization of supplies; or local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide. ▪ Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing and biting of food. ▪ Caries susceptibility tests.

- Precision attachments associated with fixed and removable prostheses.
- Adjustment of a denture made within 6 months after installation by the same dentist who installed it.
- Duplicate prosthetic devices or appliances.
- Replacement of a lost or stolen appliance, cast restoration or denture.
- Intra and extraoral photographic images.
- Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards.
- Treatment of temporomandibular joint disorder. This exclusion does not apply to residents of Minnesota.

Frequency & Allocations / Exclusions

(Custom Comprehensive (Flex) - Custom Standard (Flex))

Class Description: Retirees	
TYPE A	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Examinations	▪ 2 times in 1 calendar year
▪ Examinations – Problem Focused	▪ Combined with Examinations Limit
▪ Prophylaxis: Cleanings	▪ 2 times in 1 calendar year
▪ Sealants	▪ 1 per molar in 60 months for a child under age 17
▪ Fluoride	▪ 1 time in 12 months for a dependent child under age 14
▪ Full Mouth X-Rays	▪ Once in 3 calendar years
▪ Bitewing X-Rays	▪ For a child under 19: 1 time in 1 calendar year
	▪ Adult: 1 time in 1 calendar year
▪ Periapical X-Rays	
TYPE B	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Space Maintainers	▪ 1 per lifetime for a child under age 14
▪ Consultations	▪ 1 in 12 months
▪ Amalgam Fillings	▪ 1 replacement per surface in 24 Months
▪ Root Canal	▪ 1 per tooth per lifetime
▪ Periodontal Maintenance	▪ 4 perio. Treatments in 1 calendar yr, includes 2 cleanings (total comb: 4)
▪ Scaling & Root Planing	▪ 1 per quadrant in any 24 month period
▪ Repairs	▪ 1 in 12 months
▪ Recementations	▪ 1 in 12 months
▪ Dentures – Rebases / Relines	▪ 1 in 36 months
▪ Denture Adjustments	▪ 1 in 6 months
▪ Tissue Conditioning	▪ 1 in 12 months
▪ Labs & Other Tests	
▪ Emergency Palliative Treatment	
▪ Other X-Rays	
▪ General Anesthesia	
▪ Resin Composite Fillings(includes coverage for composite fillings on molars)	
▪ Pulpotomy	
▪ Pulp Capping	
▪ Pulp Therapy	
▪ Apexification & Recalcification	
▪ Periodontics – Non-Surgical	
▪ Oral Surgery: Simple Extractions	
▪ Oral Surgery: Surgical Extractions	

▪ Other Oral Surgery	
▪ General Services	
TYPE C	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Periodontal Surgery	▪ 1 per quadrant in any 36 month period
▪ Prefabricated Crowns	▪ 1 per tooth in 5 calendar years
▪ Crown Buildups / Post Core	▪ 1 per tooth in 5 calendar years
▪ Dentures	▪ 1 in 5 calendar years
▪ Immediate Temporary Dentures – Complete / Partial	▪ 1 replacement in 12 months
▪ Fixed Bridges	▪ 1 in 5 calendar years
▪ Inlays / Onlays /Crowns	▪ 1 replacement per tooth in 5 calendar years
▪ Implant Services	▪ 1 per tooth position in 5 calendar years
▪ Implant Repairs	▪ 1 per tooth in 12 months
▪ Implant Supported Prosthetic	▪ 1 per tooth in 5 calendar years
▪ Occlusal Adjustments	▪ 1 in 12 months
▪ Periodontal Surgery – Soft & Connective Tissue Grafts	
▪ Harmful Habit Appliances	
Orthodontics	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Orthodontic Diagnostics	
▪ Orthodontic Treatment	

Exclusions	
Retirees	
▪ Services which are not dentally necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which we deem experimental in nature. ▪ Services for which a covered person would not be required to pay in the absence of dental insurance. ▪ Services or supplies received by a covered person before the insurance starts for that person. ▪ Services which are neither performed nor prescribed by a dentist except for those services of a licensed dental hygienist which are supervised and billed by a dentist and which are for scaling or polishing of teeth or fluoride treatment. ▪ Services which are primarily cosmetic unless such service is: required for reconstructive surgery which is incidental to or follows surgery which results from a trauma, an infection or other disease of the involved part; or required for reconstructive surgery because of a congenital disease or anomaly of a Child which has resulted in a functional defect; or (For residents of Texas) required for the treatment or correction of a congenital defect of a newborn child). ▪ Services or appliances which restore or alter occlusion or vertical dimension. ▪ Restoration of tooth structure damaged by attrition, abrasion or erosion unless caused by disease. ▪ Restorations or appliances used for the purpose of periodontal splinting. ▪ Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco. ▪ Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss. ▪ Initial installation of a Denture to replace one or more teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth. ▪ Decoration or inscription of any tooth, device, appliance, crown or other dental work. ▪ Missed appointments. ▪ Services covered under any workers' compensation or occupational disease law. ▪ Services paid under any employer liability law. ▪ Services for which the employer of the person receiving such services is not required to pay. ▪ Services received at a facility maintained by the Policyholder, labor union, mutual benefit association, or VA hospital. ▪ Services covered under other coverage provided by the Policyholder. ▪ Temporary or provisional restorations. ▪ Temporary or provisional appliances.	

- Prescription drugs.
- Services for which the submitted documentation indicates a poor prognosis.
- Services, to the extent such services, or benefits for such services, are available under a government plan. This exclusion will apply whether or not the person receiving the services is enrolled for the government plan. We will not exclude payment of benefits for such services if the government plan requires that Dental Insurance under the group policy be paid first.
- The following when charged by the dentist on a separate basis - Claim form completion; infection control such as gloves, masks, and sterilization of supplies; or local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide.
- Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing and biting of food.
- Caries susceptibility tests.
- Precision attachments associated with fixed and removable prostheses.
- Adjustment of a denture made within 6 months after installation by the same dentist who installed it.
- Duplicate prosthetic devices or appliances.
- Replacement of a lost or stolen appliance, cast restoration or denture.
- Intra and extraoral photographic images.
- Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards.
- Treatment of temporomandibular joint disorder. This exclusion does not apply to residents of Minnesota.

Highlights
Broker Commissions included in the rate: None
Expected Participation: 84% and at least 10 covered lives.
Employee Contributions: 1%
Financial Arrangement: Non-retrospectively Experience Rated
Situs is FLORIDA
Only those residing in the United States are eligible for benefits
Dependent Child Definition: A Child is covered up to age 30, A student is covered up to age 30.
Ortho coverage applies to: Adult (employee / spouse) & Child. Children are covered to the dependent age limit.
This quote assumes the plan is a Section 125 plan.
An Open Enrollment period occurring annually is included.

Summary of Benefits

VISION - Vision Option 2

Vision		
Class Description	All Active Full Time Employees (30 Hours)	
Plan Name	M130D-10/25	
Reimbursement	In-Network Coverage (Using a Network Provider)	Out-of-Network Reimbursement (Using a Non-Network Provider)
Eye Examination		
Comprehensive exam of visual functions and prescription of corrective eyewear.	\$10 copay	\$45 allowance
Retinal Imaging This screening is used to take pictures of the inside of the eye particularly the retina to look for possible changes.	Up to \$39 copay	Applied to the exam allowance
Materials / Eyewear (Either Glasses or Contacts)		
Standard Corrective Lenses • Single vision • Lined bifocal • Lined trifocal • Lenticular	\$25 copay \$25 copay \$25 copay \$25 copay	\$30 allowance \$50 allowance \$65 allowance \$100 allowance

Standard Lens Enhancement		
• Ultraviolet coating	Covered in Full	Applied to the allowance for the applicable corrective lens
• Polycarbonate (child up to age 18)	Covered in Full	Applied to the allowance for the applicable corrective lens
Additional Lens Enhancements¹		
• Progressive Standard	Up to \$55 copay	\$50 allowance
• Progressive Premium/Custom	Premium: Up to \$95-\$105 copay Custom: Up to \$150-\$175 copay	\$50 allowance
• Polycarbonate (adult)	Single Vision: Up to \$31 copay Multifocal: Up to \$35 copay	Applied to the allowance for the applicable corrective lens
• Scratch-resistant coating (variable by type)	Up to \$17 - \$33 copay	Applied to the allowance for the applicable corrective lens
• Tints (variable by type)	Single Vision: Up to \$17 - \$34 copay Multifocal: Up to \$17 - \$44 copay	Applied to the allowance for the applicable corrective lens
• Anti-reflective coating (variable by type)	Up to \$41 - \$85 copay	Applied to the allowance for the applicable corrective lens
• Photochromic (variable by type)	Up to \$47 - \$82 copay	Applied to the allowance for the applicable corrective lens
Frame Allowance (You will receive an additional 20% off any amount that you pay over your allowance. This offer is available from all participating locations except Costco.)		
	\$130 allowance	\$70 allowance
• Costco	\$70 allowance	
Contact Lenses		
• Elective	\$130 allowance	\$105 allowance
• Necessary	Covered in full after eyewear copay	\$210 allowance
• Contact Fitting and Evaluation	Standard or Premium fit: Covered in full with a maximum copay of \$60	Applied to the contact lens allowance
Value Added Features		
Additional Savings on Glasses and Sunglasses¹		
Get 20% off the cost for additional pairs of prescription glasses and non-prescription sunglasses, including lens enhancements. At times, other promotional offers may also be available.		
Laser Vision correction²		
Savings averaging 15% off the regular price or 5% off a promotional offer for laser surgery including PRK, LASIK and Custom LASIK. Offer is only available at MetLife participating locations.		

¹ Member costs for listed lens enhancements will be limited to copays that MetLife has negotiated with participating providers. These copays can be viewed by members after enrollment at www.metlife.com/mybenefits. All lens enhancements are available at participating private practices. Maximum copays and pricing are subject to change without notice. Please check with your provider for details and copays applicable to your lens choice. Please contact your local Costco to confirm the availability of lens enhancements and pricing prior to receiving services. Additional discounts may not be available in certain states.

² Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. Laser vision care discounts are only available from participating locations.

Vision	Rate per Employee	Lives	Est Monthly Premium	Est Annual Premium
▪ Employee Only	\$6.26	145	\$2,212	\$26,538
▪ Employee + 1 Dependent	\$9.08	54		
▪ Employee + Family	\$16.27	50		
▪ Total		249		
Rates are guaranteed from July 1, 2017 - June 30, 2020 (36 months)				
Jussaca Scott				

Frequency / Exclusions

Class Description: All Active Full Time Employees	
Frequencies	
▪ Examinations	▪ 1 per 12 Months
▪ Standard Corrective Lenses	▪ 1 per 12 Months
▪ Frames	▪ 1 per 24 Months
▪ Contact Lenses	▪ 1 per 12 Months
Either glasses or contacts allowed per frequency	

Exclusions
▪ Services and/or materials not specifically included in the Summary of Benefits as covered Plan Benefits. ▪ Any portion of a charge in excess of the Maximum Benefit Allowance or reimbursement indicated in the Summary of Benefits. ▪ Plano lenses (lenses with refractive correction of less than $\pm .50$ diopter) ▪ Two pairs of glasses instead of bifocals. ▪ Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost, stolen or damaged, except at the normal intervals when Plan Benefits are otherwise available. ▪ Orthoptics or vision training and any associated supplemental testing. ▪ Medical or surgical treatment of the eyes. ▪ Prescription and non-prescription medications. ▪ Contact lens insurance policies or service agreements. ▪ Refitting of contact lenses after the initial (90-day) fitting period. ▪ Contact lens modification, polishing or cleaning. ▪ Local, state and/or federal taxes, except where MetLife is required by law to pay. ▪ Any eye examination or any corrective eyewear required as a condition of employment. ▪ Services and supplies received by You or Your Dependent before the Vision Insurance starts for that person. ▪ Missed appointments. ▪ Services or materials resulting from or in the course of a Covered Person's regular occupation for pay or profit for which the Covered Person is entitled to benefits under any Workers' Compensation Law, Employer's Liability Law or similar law. You must promptly claim and notify the Company of all such benefits. ▪ Services: (a) for which the employer of the person receiving such services is not required to pay; or (b) received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital. ▪ Services or materials received as a result of disease, defect, or injury due to war or an act of war (declared or undeclared), taking part in a riot or insurrection, or committing or attempting to commit a felony. ▪ Services and materials obtained while outside the United States, except for emergency vision care. ▪ Services, procedures, or materials for which a charge would not have been made in the absence of insurance.

Highlights
Broker Commissions included in the rate: None
Expected Participation: 58%
Employee Contributions: 100%
Financial Arrangement: Non-retrospectively Experience Rated
Situs is FLORIDA
SIC Code: 9111
Dependent Child Definition: A Child is covered up to age 30; A student is covered up to age 30.
This quote assumes the plan is a Section 125 plan.
An Open Enrollment period occurring annually is included

Underwriting Assumptions
WillsCenter.com: Online will prep service offered through SmartLegalForms, Inc., available to all customers at no charge.
If insurance coverage is provided, it will be governed by the terms and conditions of the insurance policy and applicable law. If administrative services are provided, they are governed by the terms and condition of the administrative services agreement and by applicable law.
If MetLife is requested to duplicate contractual provisions from the prior carrier, such provisions must be compatible with all MetLife's standards.
The quoted rates and or fees are based upon the request received. If new or additional information in connection with this request is provided, MetLife reserves the right to change its quote at any time before the effective date. After the effective date, rate and or fees are subject to the terms and conditions of the policy and or administrative services agreement.
Only those eligible persons residing in the United States may be covered. Any others must be approved by MetLife.
NOTICE REGARDING NON-US COVERAGE When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a Metropolitan Life Insurance Company (MLIC) affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MLIC or any other insurer that is not a member of MAXIS GBN. Please note that while MLIC is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.
SIC Code: 9111

INTERMEDIARY AND PRODUCER COMPENSATION NOTICE

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, thirdparty administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your Products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your Products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of Products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on: (1) the number of Products sold through your Intermediary during a prior one-year period; (2) the amount of premium or fees with respect to Products sold through your Intermediary during a prior one-year period; (3) the persistency percentage of Products inforce through your Intermediary during a prior one-year period; (4) premium growth during a prior one-year period; (5) a fixed percentage of the premium for Products as set by MetLife. The supplemental compensation percentage will be set by MetLife prior to the beginning of each calendar year and it may not be changed until the following calendar year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Web site at www.metlife.com/brokercompensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of Products, and the compensation paid may vary based on a number of factors including the type of Product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

L0716471568[exp0917][All States]

L0816474103[exp1017][All Territories]

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Sold Plans																							
Vendor		Florida Healthcare					Florida Healthcare					Florida Healthcare					Florida Healthcare						
Plan Name		T10					T38					T34					T96						
Plan Type		HMO					HMO					POS					POS HDHP-HSA						
Plan Details		Network					Network					Network					Network						
		Single		Family			Single		Family			Single		Family			Single		Family				
Plan Deductible:		\$0		\$0			\$500		\$1,000			\$0		\$0			\$1,300		\$2,600				
Embedded Deductible:		N/A					Yes					N/A					No						
Calendar or Policy Year:		Calendar					Calendar					Calendar					Calendar						
Coinsurance:		15%					20%					10%					20%						
Maximum Out-of-Pocket:		\$3,000		\$6,000			\$4,000		\$8,000			\$3,000		\$6,000			\$5,000		\$5,000				
(Includes Deductible, Copay, Rx)		N/A, Yes, Yes					Yes, Yes, Yes					N/A, Yes, Yes					Yes, N/A, Yes						
Physician Services																							
Office Visit:		\$20					\$25					\$20					Deductible + Coinsurance						
Specialist:		\$35					\$50					\$35					Deductible + Coinsurance						
Chiropractic:		\$15					\$25					\$15					Deductible + Coinsurance						
Hospital / Emergency Services																							
Inpatient Hospital Per Admission:		\$200					Deductible + Coinsurance					\$250 / Day (Days 1 - 5)					Deductible + Coinsurance						
Emergency Room:		\$100					\$350					\$100					Deductible + Coinsurance						
Urgent Care:		\$60					\$100					\$60					Deductible + Coinsurance						
Outpatient Surgical Facility:		\$100					Deductible + Coinsurance					\$100					Deductible + Coinsurance						
Ambulatory Surgery Center:		\$100					Deductible + Coinsurance					\$100					Deductible + Coinsurance						
Diagnostic Services																							
Lab, X-Ray & Diagnostics Outpatient:		\$0					\$0					\$0					Deductible + Coinsurance						
Advanced Imaging Services (MRI, MRA, PET, CT):		\$0					Deductible + Coinsurance					\$0					Deductible + Coinsurance						
Prescription Drug																							
Deductible:		N/A					N/A					N/A					Calendar Year Deductible						
Prescription Tier		\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)					\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)					\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)					\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)						
Mail Order Prescription (90 Day Supply):		\$6 / \$27 / \$87 / \$162 / N/A					\$6 / \$27 / \$87 / \$162 / N/A					\$6 / \$27 / \$87 / \$162 / N/A					\$6 / \$27 / \$87 / \$162 / N/A						
Non-Network Plan Details		Non-Network					Non-Network					Non-Network					Non-Network						
Plan Deductible:		N/A					N/A					\$2,000		\$4,000			\$2,600		\$5,200				
Coinsurance:		N/A					N/A							50%					40%				
Maximum Out-of-Pocket:		N/A					N/A					\$6,000		\$12,000			\$10,000		\$10,000				
Per Occurrence Deductible (Inpatient/Outpatient):		N/A					N/A							N/A					N/A				
Plan Rates Current Enrollment		Current		Renewal		Revised				Current		Renewal		Revised				Current		Renewal		Revised	
Employee:	143	\$658.21	\$736.54	\$697.70	91	\$540.60	\$606.18	\$573.04	13	\$662.81	\$743.06	\$702.58	24	\$444.68	\$497.71	\$471.56							
Employee + Spouse:	25	\$1,162.40	\$1,300.72	\$1,232.14	11	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	8	\$785.31	\$878.95	\$832.78							
Employee + Child(ren):	12	\$1,162.40	\$1,300.72	\$1,232.14	10	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	3	\$785.31	\$878.95	\$832.78							
Family:	28	\$1,425.68	\$1,595.34	\$1,511.22	21	\$1,170.95	\$1,312.99	\$1,241.21	4	\$1,435.66	\$1,609.47	\$1,521.79	9	\$963.19	\$1,078.03	\$1,021.41							
Estimated Monthly Premiums:	208	\$177,052	\$198,121	\$187,674	133	\$93,833	\$105,216	\$99,464	21	\$19,041	\$21,347	\$20,184	44	\$27,979	\$31,316	\$29,671							
Estimated Annual Premiums:		\$2,124,622	\$2,377,457	\$2,252,093		\$1,126,002	\$1,262,593	\$1,193,566		\$228,495	\$256,160	\$242,205		\$335,753	\$375,789	\$356,049							
Rate Change from Current (%):		11.9%		6.0%		12.1%		6.0%		12.1%		6.0%		11.9%		6.0%							
		Current		Renewal		Revised																	
Estimated Grand Total Annual Premiums:		\$3,814,873	\$4,271,999	\$4,043,913																			
PEPY		\$9,396	\$10,522	\$9,960																			
Rate Change from Current (%):		12.0%		6.0%																			
Rate Change from Current (\$):		\$457,126		\$229,040																			

Executive Summary of Dental Coverage

City of Port Orange
July 1, 2017 - June 30, 2018

		Sold Plan	
Vendor		MetLife	
Network:		MetLife	
Plan Name:		PPO	
		Network	
Plan Details		Single	Family
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 100% 50% 50%	
Deductible (Family Maximum):		\$25	\$75
Deductible Waived for Preventive:		Yes	
Calendar Year Maximum:		\$2,500	
Orthodontic Lifetime Maximum:		\$1,000	
Included Adult Ortho:		Yes	
Dental Services		Benefit Level	Frequency
Routine Exam & Cleaning:		Preventive	2 per year
Fluoride Treatment:		Preventive	1 per year, under 14
X-Ray (Bitewings):		Preventive	1 per year
X-Ray (Full Mouth):		Preventive	1 per 3 years
Sealants:		Preventive	1 per molar per 5 years, under 17
Fillings:		Basic	1 per tooth per 2 years
Oral Surgery (Simple):		Basic	
Oral Surgery (Complex):		Basic	
Root Canal Therapy:		Basic	
Periodontal Scaling:		Basic	1 per quadrant per 2 years
Periodontal Surgery:		Major	1 per quadrant per 3 years
Crowns:		Major	1 per tooth per 5 years
Bridges		Major	1 per 5 years
Dentures:		Major	1 per 5 years
Implants:		Major	1 per tooth per 5 years
Non-Network Details		Non-Network	
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 90% 50% 50%	
Deductible (Family Maximum):		\$25	\$75
Deductible Waived for Preventive:		Yes	
Calendar Year Maximum:		\$1,500	
Percent of UCR:		90th	
Waiting Periods:		None	
Late Entrant Penalties:		Not permitted	
Allows Annual Open Enrollment:		Yes	
Included Rollover:		No	
Employer Contribution:		Contributory	
Participation Requirement:		84%	
Rate Guarantee:		2 Years (07/01/17 - 06/30/19)	
Plan Rates Current Enrollment		Sold Plan	
Employee:	246	\$30.98	
Family:	161	\$84.05	
Total:	407		
Estimated Monthly Premiums:		\$21,153	
Estimated Annual Premiums:		\$253,838	
PEPY		\$624	
Rate Change from Current (%):		-10.0%	
Rate Change from Current (\$):		-\$28,170	
Notes:		Packaged rates *3rd year rate cap of 6%	

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life:	\$19,551,500
AD&D:	\$19,551,500

Sold Plan

Vendor

MetLife

Class Definition Plan Details:		Benefit	Maximum	Guarantee Issue
Class 1:	All Other Employees	1x's Salary	\$140,000	\$140,000
Class 2:	City Council Members	1.5x's Salary	\$140,000	\$140,000
Class 3:	Directors	2x's Salary	\$250,000	\$250,000
Class 4:	Attorneys & City Managers	3x's Salary	\$300,000	\$300,000

Reduction Schedule: 50% at age 70

Waiver of Premium:	Included
Conversion:	Included
Accelerated Death Benefit:	Included
Seatbelt/Safe Driver Benefit:	Included

Current Enrollment:

Employer Contribution:	100%
Participation Requirement:	100%
Rate Guarantee:	3 Years (07/01/17 - 06/30/19)

Plan Rates

Sold Plan

Basic Life \$0.150

AD&D \$0.036

Estimated Monthly Premiums: \$3,637

Estimated Annual Premiums: **\$43,639**

Rate Change from Current (%): -7.0%

Rate Change from Current (\$): -\$3,285

Notes: Packaged rates

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

		Sold Plan
Vendor		MetLife
Network		MetLife
Plan Name		M130D
Copays		Network
Exam:		\$10
Materials:		\$25
Frequencies		
Exams:		12 months
Lenses:		12 months
Frames:		24 months
Contacts:		12 months
Allowances		
Frames:		\$130* (20% off balance)
Contact (Elective):		\$130
Contact (Medically Necessary):		Covered in Full
Non-Network Details		Non-Network
Exam:		up to \$45
Single Vision:		up to \$30
Bifocal:		up to \$50
Trifocal:		up to \$65
Frames:		up to \$70
Contact (Elective):		up to \$105
Contact (Medically Necessary):		up to \$210
Employer Contribution:		0%
Participation Requirement:		58%
Rate Guarantee:		3 Years (07/01/2017 - 6/30/2020)
Plan Rates Current Enrollment		Sold Plan
Employee:	145	\$6.26
Employee + 1:	54	\$9.08
Family:	50	\$16.27
Total:	249	
Estimated Monthly Premiums:		\$2,212
Estimated Annual Premiums:		\$26,538
PEPY		\$107
Rate Change from Current (%):		-10.7%
Rate Change from Current (\$):		-\$3,169

Notes: Packaged rates

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Tentative Sold																	
Vendor		Florida Healthcare				Florida Healthcare				Florida Healthcare				Florida Healthcare			
Plan Name		T10				T38				T34				T96			
Plan Type		HMO				HMO				POS				POS HDHP-HSA			
Plan Details		Network				Network				Network				Network			
		Single		Family		Single		Family		Single		Family		Single		Family	
Plan Deductible:		\$0		\$0		\$500		\$1,000		\$0		\$0		\$1,300		\$2,600	
Embedded Deductible:		N/A				Yes				N/A				No			
Calendar or Policy Year:		Calendar				Calendar				Calendar				Calendar			
Coinsurance:		15%				20%				10%				20%			
Maximum Out-of-Pocket:		\$3,000		\$6,000		\$4,000		\$8,000		\$3,000		\$6,000		\$5,000		\$5,000	
(Includes Deductible, Copay, Rx)		N/A, Yes, Yes				Yes, Yes, Yes				N/A, Yes, Yes				Yes, N/A, Yes			
Physician Services																	
Office Visit:		\$20				\$25				\$20				Deductible + Coinsurance			
Specialist:		\$35				\$50				\$35				Deductible + Coinsurance			
Chiropractic:		\$15				\$25				\$15				Deductible + Coinsurance			
Hospital / Emergency Services																	
Inpatient Hospital Per Admission:		\$200				Deductible + Coinsurance				\$250 / Day (Days 1 - 5)				Deductible + Coinsurance			
Emergency Room:		\$100				\$350				\$100				Deductible + Coinsurance			
Urgent Care:		\$60				\$100				\$60				Deductible + Coinsurance			
Outpatient Surgical Facility:		\$100				Deductible + Coinsurance				\$100				Deductible + Coinsurance			
Ambulatory Surgery Center:		\$100				Deductible + Coinsurance				\$100				Deductible + Coinsurance			
Diagnostic Services																	
Lab, X-Ray & Diagnostics Outpatient:		\$0				\$0				\$0				Deductible + Coinsurance			
Advanced Imaging Services (MRI, MRA, PET, CT):		\$0				Deductible + Coinsurance				\$0				Deductible + Coinsurance			
Prescription Drug																	
Deductible:		N/A				N/A				N/A				Calendar Year Deductible			
Prescription Tier		\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)				\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)				\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)				\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			
Mail Order Prescription (90 Day Supply):		\$6 / \$27 / \$87 / \$162 / N/A				\$6 / \$27 / \$87 / \$162 / N/A				\$6 / \$27 / \$87 / \$162 / N/A				\$6 / \$27 / \$87 / \$162 / N/A			
Non-Network Plan Details		Non-Network				Non-Network				Non-Network				Non-Network			
Plan Deductible:		N/A				N/A				\$2,000		\$4,000		\$2,600		\$5,200	
Coinsurance:		N/A				N/A				50%				40%			
Maximum Out-of-Pocket:		N/A				N/A				\$6,000		\$12,000		\$10,000		\$10,000	
Per Occurrence Deductible (Inpatient/Outpatient):		N/A				N/A				N/A				N/A			
Plan Rates Current Enrollment		Current	Renewal	Revised		Current	Renewal	Revised		Current	Renewal	Revised		Current	Renewal	Revised	
Employee:	143	\$658.21	\$736.54	\$697.70	91	\$540.60	\$606.18	\$573.04	13	\$662.81	\$743.06	\$702.58	24	\$444.68	\$497.71	\$471.56	
Employee + Spouse:	25	\$1,162.40	\$1,300.72	\$1,232.14	11	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	8	\$785.31	\$878.95	\$832.78	
Employee + Child(ren):	12	\$1,162.40	\$1,300.72	\$1,232.14	10	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	3	\$785.31	\$878.95	\$832.78	
Family:	28	\$1,425.68	\$1,595.34	\$1,511.22	21	\$1,170.95	\$1,312.99	\$1,241.21	4	\$1,435.66	\$1,609.47	\$1,521.79	9	\$963.19	\$1,078.03	\$1,021.41	
Estimated Monthly Premiums:	208	\$177,052	\$198,121	\$187,674	133	\$93,833	\$105,216	\$99,464	21	\$19,041	\$21,347	\$20,184	44	\$27,979	\$31,316	\$29,671	
Estimated Annual Premiums:		\$2,124,622	\$2,377,457	\$2,252,093		\$1,126,002	\$1,262,593	\$1,193,566		\$228,495	\$256,160	\$242,205		\$335,753	\$375,789	\$356,049	
Rate Change from Current (%):		11.9%		6.0%		12.1%		6.0%		12.1%		6.0%		11.9%		6.0%	
		Current	Renewal	Revised													
Estimated Grand Total Annual Premiums:		\$3,814,873	\$4,271,999	\$4,043,913													
PEPY		\$9,396	\$10,522	\$9,960													
Rate Change from Current (%):		12.0%		6.0%													
Rate Change from Current (\$):		\$457,126		\$229,040													

Executive Summary of Dental Coverage

City of Port Orange
July 1, 2017 - June 30, 2018

Tentative Sold		
Vendor	MetLife	
Network:	MetLife	
Plan Name:	PPO	
	Network	
Plan Details	Single	Family
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 100% 50% 50%	
Deductible (Family Maximum):	\$25	\$75
Deductible Waived for Preventive:	Yes	
Calendar Year Maximum:	\$2,500	
Orthodontic Lifetime Maximum:	\$1,000	
Included Adult Ortho:	Yes	
Dental Services	Benefit Level	Frequency
Routine Exam & Cleaning:	Preventive	2 per year
Fluoride Treatment:	Preventive	1 per year, under 14
X-Ray (Bitewings):	Preventive	1 per year
X-Ray (Full Mouth):	Preventive	1 per 3 years
Sealants:	Preventive	1 per molar per 5 years, under 17
Fillings:	Basic	1 per tooth per 2 years
Oral Surgery (Simple):	Basic	
Oral Surgery (Complex):	Basic	
Root Canal Therapy:	Basic	
Periodontal Scaling:	Basic	1 per quadrant per 2 years
Periodontal Surgery:	Major	1 per quadrant per 3 years
Crowns:	Major	1 per tooth per 5 years
Bridges	Major	1 per 5 years
Dentures:	Major	1 per 5 years
Implants:	Major	1 per tooth per 5 years
Non-Network Details	Non-Network	
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 90% 50% 50%	
Deductible (Family Maximum):	\$25	\$75
Deductible Waived for Preventive:	Yes	
Calendar Year Maximum:	\$1,500	
Percent of UCR:	90th	
Waiting Periods:	None	
Late Entrant Penalties:	Not permitted	
Allows Annual Open Enrollment:	Yes	
Included Rollover:	No	
Employer Contribution:	Contributory	
Participation Requirement:	84%	
Rate Guarantee:	2 Years (07/01/17 - 06/30/19)	
Plan Rates Current Enrollment	Tentative Sold	
Employee:	246	\$30.98
Family:	161	\$84.05
Total:	407	
Estimated Monthly Premiums:	\$21,153	
Estimated Annual Premiums:	\$253,838	
PEPY	\$624	
Rate Change from Current (%):	-10.0%	
Rate Change from Current (\$):	-\$28,170	
Notes:	Packaged rates *3rd year rate cap of 6%	

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life:	\$19,551,500
AD&D:	\$19,551,500

Tentative Sold

Vendor

MetLife

Class Definition Plan Details:		Benefit	Maximum	Guarantee Issue
Class 1:	All Other Employees	1x's Salary	\$140,000	\$140,000
Class 2:	City Council Members	1.5x's Salary	\$140,000	\$140,000
Class 3:	Directors	2x's Salary	\$250,000	\$250,000
Class 4:	Attorneys & City Managers	3x's Salary	\$300,000	\$300,000

Reduction Schedule: 50% at age 70

Waiver of Premium:	Included
Conversion:	Included
Accelerated Death Benefit:	Included
Seatbelt/Safe Driver Benefit:	Included

Current Enrollment:

Employer Contribution:	100%
Participation Requirement:	100%
Rate Guarantee:	3 Years (07/01/17 - 06/30/19)

Plan Rates

Tentative Sold

Basic Life \$0.150

AD&D \$0.036

Estimated Monthly Premiums: \$3,637

Estimated Annual Premiums: **\$43,639**

Rate Change from Current (%): -7.0%

Rate Change from Current (\$): -\$3,285

Notes: Packaged rates

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

		Tentative Sold
Vendor		MetLife
Network		MetLife
Plan Name		M130D
Copays		Network
Exam:		\$10
Materials:		\$25
Frequencies		
Exams:		12 months
Lenses:		12 months
Frames:		24 months
Contacts:		12 months
Allowances		
Frames:		\$130* (20% off balance)
Contact (Elective):		\$130
Contact (Medically Necessary):		Covered in Full
Non-Network Details		Non-Network
Exam:		up to \$45
Single Vision:		up to \$30
Bifocal:		up to \$50
Trifocal:		up to \$65
Frames:		up to \$70
Contact (Elective):		up to \$105
Contact (Medically Necessary):		up to \$210
Employer Contribution:		0%
Participation Requirement:		58%
Rate Guarantee:		3 Years (07/01/2017 - 6/30/2019)
Plan Rates Current Enrollment		Tentative Sold
Employee:	145	\$6.26
Employee + 1:	54	\$9.08
Family:	50	\$16.27
Total:	249	
Estimated Monthly Premiums:		\$2,212
Estimated Annual Premiums:		\$26,538
PEPY		\$107
Rate Change from Current (%):		-10.7%
Rate Change from Current (\$):		-\$3,169

Notes: Packaged rates

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSAL

RFP #21-04

BROKER SERVICES FOR EMPLOYEE INSURANCES



City of Port Orange Purchasing Division

Prepared by Michael Hall, Buyer

Release Date: January 14, 2021

**Proposal Due Date and Time:
February 18, 2021 at 2:30 P.M.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

RFP 21-04 BROKER SERVICES FOR EMPLOYEE INSURANCES

Notice is hereby given that the City of Port Orange is soliciting proposals for RFP 21-04 Broker Services for Employee Insurances. 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 February 18, 2021**, which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Proposer unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Proposer responsive or non-responsive. **Proposals will be opened, and Proposers Names will be read aloud at 2:30 P.M. in the Council Chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida, 32129.**

There will be a Non-Mandatory Pre-Proposal Conference for the project at 10:00 A.M. (local time) on January 28, 2021 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly. **Proposers are encouraged to attend the Non-Mandatory Pre-Proposal Conference and are urged to obtain RFP documents and familiarize themselves with the documents prior to the Pre-Proposal Conference.**

DESCRIPTION: *The City of Port Orange is soliciting sealed Proposals to obtain Broker Services for all employee lines of group insurance.*

Proposers must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein. Proposers must be properly registered and licensed to provide the services identified in the scope of work, by all applicable state and local agencies.

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, 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 the City of Port Orange website at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com. All questions shall be directed in writing to the Buyer, Michael Hall, mhall@port-orange.org or purchdiv@port-orange.org and reference **"Questions on RFP 21-04 Broker Services for Employee Insurances"** in the subject line. Last day for questions will be **February 4, 2021 at 5:00 P.M.**

All Proposers 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.

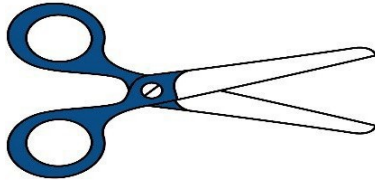
NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

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 the Purchasing Division, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida, 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP 21-04 Broker Services for Employee Insurances"**.

Michael Hall, Buyer
Legal Ad - One Time – **January 14, 2021**

[Remainder of this page left intentionally blank]



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.	<u>RFP 21-04</u>
PROPOSAL TITLE:	<u>Broker Services for Employee Insurances</u>
DUE DATE/TIME:	<u>February 18, 2021 at 2:30 P.M.</u>
SUBMITTED BY:	<u>(Name of Company)</u>
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Michael Hall Buyer Finance Department 1000 City Center Circle Port Orange, Florida, 32129
DATE/TIME RECEIVED:	<u>(To be stamped by Clerk's Office)</u>

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from Certified Firms or Companies (Proposers) to obtain Broker Services for all employee lines of group insurance.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposal promotes competitive selection. It shall be the Proposer'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 PROPOSERS

Firms or companies (Proposer) 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:.....January 14, 2021
Non-Mandatory Pre-Proposal Conference:.....January 28, 2021 at 10:00A.M.
Deadline for Questions:.....February 4, 2021 by 5:00 P.M.
Final Addendum Posting:.....February 11, 2021 by 5:00 P.M.
Proposals Due:.....February 18, 2021 by 2:30 P.M.
Evaluation Period:.....February 19 – February 26, 2021
Evaluation Committee Meeting.....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:

City of Port Orange City Clerk's Office
Attn: Michael Hall, Buyer
1000 City Center Circle
Port Orange, FL, 32129

Sealed Proposals must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed, and Proposers **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 Proposer
- d) Address of Proposer

Due to the timing of mail service, the City cautions Proposers 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.

Offers by telephone, email or telegram shall not be accepted. Also, Proposers 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 Proposers shall be read aloud. All conferences and meetings 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.

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

There will be a Non-Mandatory Pre-Proposal Conference for the project at 10:00 A.M. (local time) on January 28, 2021 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

Proposers are encouraged to attend the Non-Mandatory Pre-Proposal Conference and are urged to obtain RFP documents and familiarize themselves with the documents prior to the Pre-Proposal Conference. All prospective Proposers are strongly encouraged to attend because the Pre-Proposal Conference will offer potential Proposers the opportunity to ask questions and discuss the project directly with staff.

QUESTIONS REGARDING THIS RFP:

All questions shall reference **“Questions on RFP #21-04 Broker Services for Employee Insurances”** 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:

Michael Hall
Buyer
1000 City Center Circle
Port Orange, FL, 32129
mhall@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. Proposers 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 Proposer's responsibility to be sure all correct number of addenda was received. The Proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Proposer 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 City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

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

CLARIFICATIONS:

It is the Proposer'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. Proposers 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:

Proposers must be commercial entity licensed to do business in the State of Florida or appropriate qualified commercial entity licensed in the area specified in the scope of work and to perform the services identified herein.

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

Proposers 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 Proposer to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Proposers 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 Proposers 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 Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

EXCEPTIONS TO SPECIFICATIONS:

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

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, & will not be returned to the Proposers. 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. Proposers 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 Proposer 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 Division for the premature opening of a proposal not properly addressed and identified.

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 PROPOSER(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 antitrust law based on the submission of proposals, or the awarding of contracts.
- (e) Evidence that the proposer has attempted to give a City of Port Orange employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City of Port Orange 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 Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Proposer 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.

SECTION 3 – SCOPE OF WORK

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.

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 a period of three (3) years, from date of award, with an option for renewal of an additional two (2) one (1) year renewals, if mutually agreeable with both parties, for a maximum of five (5) years. 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 shall not be given or accepted within 180 days prior to policy renewal.

CURRENT EMPLOYEE AND BENEFIT PLAN INFORMATION

- Current total annual health insurance premium costs - \$4,070,000;
- Approximately 460 full time covered employees and 2 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 January 1 - December 31 with Open Enrollment the month of November;
- 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 HSABank;

- Health Savings Account (HSA) with HSABank;
- 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 proposers, 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 proposers, 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. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
3. **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.
4. **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.
5. **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.
6. **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.
7. **City** means the City of Port Orange.
8. **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.
9. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
10. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
11. **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.
12. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
13. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
14. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
15. **DemandStar** is the official online repository for all City competitive solicitations.
16. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
17. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
18. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals as part of a Request for Proposals (RFP) or competitive grant process.
19. **Evaluator** is a member of the evaluation committee/team.
20. **Intent to Award** is a document that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
21. **Issues** means points, matters, or concerns to be addressed during negotiations.
22. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
23. **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.
24. **Outlier** is a proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.

25. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
26. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
27. **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.
28. **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.
29. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
30. **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 Proposer to perform the resultant Contract.
31. **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 Proposer, 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.
32. **Request for Proposal (RFP)** means a formal request to prospective Proposers requesting qualifications of the Proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
33. **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.
34. **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.
35. **Responsible (Proposer)** is a Proposer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
36. **Responsive (Proposer)** is a Proposer that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
37. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
38. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Proposer must execute in terms of delivering specific commodities or in performance of contractual services.
39. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
40. **Solicitation** means a formal request, as applicable, for prospective Proposers to submit responses to a Request for Proposal.
41. **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.
42. **Stakeholder** means an individual, who is not likely to become a Proposer, who has an interest in the commodities/contractual services needed.
43. **Subcontractor** means a person, firm or entity providing goods or services to a Proposer to be used in the performance of the Proposer's obligations under the Contract.
44. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

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. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Proposers should acknowledge all addenda by circling the number of addenda received on the “Proposer 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 Proposer to ensure all addenda have been received prior to submitting a proposal. All Addenda shall be posted by the CITY on www.demandstar.com and City of Port Orange Website, www.port-orange.org.

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. Proposers 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.

2. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Proposer 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, Proposer agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Proposer. In submitting a Response to the City of Port Orange, the Proposer offers and agrees that if the Response is accepted, the Proposer 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 Proposer.

3. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer 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.

4. ASSIGNMENT

The successful Proposer 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 Proposer from all contractual obligations.

5. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

A Florida corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, 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 Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, 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 business days from the request of the Purchasing Manager.

6. **AWARDS**

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, proposal or quote for purchase of services and goods by the City of Port Orange.

7. **AWARD AND EXECUTION OF CONTRACT**

The Proposer(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.

8. **PROPOSAL RETURNS**

Proposers 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 Proposers unopened.

9. **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 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 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.

10. PROPOSAL TABULATION

Proposers who wish to receive a copy of the proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

11. 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 Proposer 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 Proposer'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 Proposer'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 Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Proposer to enter into a contract within the time specified after the award of bid.

12. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Proposer 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.

13. 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.

14. 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 to 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.

15. 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.

16. CONDUCT OF PROPOSERS

All Proposers or individuals acting on behalf of a Proposer 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 Proposer. All Proposers or individuals acting on behalf of a Proposer 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 Proposer. 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.

17. 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 Proposers, 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 Proposer who initiates any discussions or attempts to influence a member or members of the aforementioned 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.

18. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Proposers 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.

19. 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.

20. 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.

21. 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 Proposer. 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.

22. CONTRACT RENEWALS

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

23. 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, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

24. COPYRIGHT AND PATENT RIGHTS

Proposer 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 Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

25. COST INCURRED BY PROPOSER

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 Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Proposer prior to commencement of work as defined by the contract approved by the City Council.

26. DEBARMENT HISTORY

The City will consider a Proposer's debarment history information in its review and determination of responsibility. All Proposers 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 Proposer, any parent or subsidiary of the Proposer or any predecessor organization. If the Proposer 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 Proposer'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.

27. DEFAULT PROVISIONS

In the event of default by the Proposer the City reserves the right to procure the item(s) solicited from other sources and hold the Proposer 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 Proposer for a period of 36 months from the date of default.

28. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Proposers must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. The Proposer 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 Proposer. 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 Proposer 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.

29. EXCEPTIONS TO REQUIREMENTS

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

30. E-VERIFY

Proposers 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 Proposer 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.

31. FACILITIES

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

32. FAILURE TO RESPOND

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

33. FINANCIAL STABILITY

Proposers 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.

34. 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.

35. 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.

36. GOVERNING LAW

Proposers 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.

37. 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 Proposer/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.

38. HIPAA COMPLIANCE

The Proposer 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 Proposer uses, discloses or has access to protected health information as defined by HIPAA.

39. 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.

40. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposer 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 Proposer under this contract and that the successful Proposer has no authority to bind the City.

The Proposer represents itself to be an independent contract or offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer 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 Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/

or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

41. 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 Proposer 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.

42. INSURANCE

If required upon execution of a contract, the Proposer 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.

43. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Proposer 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.

44. INSURANCE REQUIREMENTS

If required, the Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Proposer may use leased employees if the Proposer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Proposer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit.

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 Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement. Evidencing in the required insurance. The Proposer shall provide the City written notice of cancellation, non-renewal 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.**

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements
☐ Required	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐ Required	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is 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.
☐ Required	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement 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	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

45. **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 Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form for construction services.

46. **IRREVOCABILITY OF RESPONSES**

Each Proposer 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 Proposer.

47. **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.

48. **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 Proposer shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Proposer 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.

49. **LICENSES, PERMITS AND TAXES**

The Proposer 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 Proposer 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.

50. **LITERATURE (if applicable)**

If no brand, model or make is specified, Proposers shall submit 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.

51. **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. Request for proposals, qualifications or other qualitative submittal(s). In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittal(s) where the Proposers are rated by a point system, local businesses shall be granted the following preference:
 - 1. Port Orange business shall be granted up to eight (8) percent of the available points.
 - 2. Volusia County business shall be granted up to five (5) percent of the available points.
 - 3. Florida business shall be granted up to three (3) percent 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.
- a) Misrepresentation prohibited; penalty. Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status and shall lose eligibility to claim local preference status for a period of one year.
- b) Local preference not required. This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local business where such award is in the public interest.
- B. 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.

52. **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.

53. **NON-EXCLUSIVITY OF CONTRACT**

The selected Proposer 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.

54. **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.

55. **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.

56. **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.

57. **PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-proposal conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation requirements. 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-proposal conference is non-mandatory. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

58. **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.

59. **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 Proposer to submit in order to prequalify 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.

60. 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 Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.

61. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Proposer 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 Proposer list.

62. 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 bylaw.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized bylaw.
- d. Meet all requirements or 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.

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

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify 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 Proposers will not be able to procure a copy of their competitor's proposals 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 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 Proposer, or where a Proposer answers questions. In other words, neither Proposers, 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 Proposers, but the new law limits public attendance to portions of such meetings.

64. **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.

65. **RECORDS/AUDIT**

The Proposer 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.

66. **REQUEST FOR ADDITIONAL INFORMATION**

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

67. 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.

68. RIGHT OF NEGOTIATION RFP

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

69. 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.

70. 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 Proposers shall become the property of the City when received.

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Proposers shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers 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.

72. 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.

73. 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.

74. 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.

75. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Proposer, 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 Proposer, 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 Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

76. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Proposer 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 Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Proposer 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: Michael Hall, Buyer, 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 1:30 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 Proposer and will not be opened.

Proposals (Envelope/Package) shall contain one (1) original and one (1) digital (D or flash drive) PDF 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 project name, proposal number and name of the Proposer.

77. 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 Proposer 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 Proposer shall provide follow-up evidence that the Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/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.

78. SUBCONTRACTING

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

79. 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.

80. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Proposer breaches any of the terms therein, including warranties of the Proposer or if the Proposer 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 Proposer 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 Proposer.

81. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Proposer notice thirty (30) days prior to the date of cancellation of the contract. The Proposer shall be required to give the City written notice sixty (60) 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.

82. USE OF SOLICITATION FORMS

The Proposer 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 Proposer's Acknowledgement Form contained in each Solicitation.

83. VARIANCES

For purposes of Response evaluation, Proposers must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Proposer 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.

84. 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 Proposers, 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)

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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

The awarded proposer will be required to enter into a contract for a period of three (3) years, from date of award, with an option for renewal of an additional two (2) one (1) year renewals, if mutually agreeable with both parties, for a maximum of five (5) years. 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 shall not be given or accepted within 180 days prior to policy renewal.

ELIGIBILITY OF PROPOSER

To be eligible to respond to this RFP, the Proposer must have prior experience working with the services described in this RFP. Please provide eligibility experience with your submittal. 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.

INSURANCE

See Section 5, Page 25 for Insurance Requirements.

NOTICE

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

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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. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

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 Proposer 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 (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 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.

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 Proposer's Acknowledgement Form
- Form 9.3 Addendum & 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 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience
- Form 9.9 Local Business Affidavit of Eligibility
- Insurance Brokerage Services Cost/Fee Proposal 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

The Evaluation Committee is comprised of City staff and may include City Council Member who will evaluate, and rank proposals based on a weighted score point formula.

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 Proposers 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 Proposer 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 Proposer;
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. Local preference policy (if applicable)

FORMAL ORAL INTERVIEWS/PRESENTATIONS In Person (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." Please note that bonus points for local 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 Proposers 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 Proposer divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short- listed Proposers considered to be most capable of performing the required project in the best interest of the City.

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 this page left intentionally blank]

WRITTEN PROPOSALS EVALUATION CRITERIA

Written proposals 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 EVALUATION CRITERIA (if required)

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 – Proposer’s Acknowledgement
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 9.4 – Drug Free Preference Statement
- _____ Form 9.5 – Public Entity Crimes Statement
- _____ Form 9.6 – Affidavit of Anti-Collusion
- _____ Form 9.7 – Statement of Qualifications
- _____ Form 9.8 – Professional References for Previous Experience
- _____ Form 9.9 – Local Business Affidavit of Eligibility
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY:

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, 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 Statement of Qualifications 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 proposed Proposal. Furthermore, I agree to Proposal by all conditions of the Requestfor 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 Proposer/Contractor as its act and deed and that the Proposer/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 Proposer interested in said RFP; and that the undersigned executed this Proposer’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 / FAXNUMBER

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 Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Statement of Qualifications.

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 Proposal form.

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:

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

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 Proposal 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 Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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.

STATE OF _____
COUNTY OF _____

Name of Business

By: _____
Printed Name: _____
Title: _____

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 SECTION 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 Proposer 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 _____

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 Proposer 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 PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS 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 – STATEMENT OF QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Proposer.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Request for Proposal.

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 _____
Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided **Broker Services** or similar to those required under the City's contract and as outlined in this Proposal package. A minimum of three (3) projects shall be listed below in order to Proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Descript ion of service
1					
2					
3					

This document must be completed and returned with your Submittal.

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 FranchiseAnd 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 Proposer 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.

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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ 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

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: _____

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____.
He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

ATTACHMENT A - CITY OF PORT ORANGE PAID CLAIM (201910-202009)

Report Title: **Paid Claim Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **10/21/2020**



Confidential Information Statement

Group 00H075 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
201910	138	8	11	19	-	176	266	121,890	18,571	28,433	13,002	41,435	14,229	6	55,669	8,741	82,982		
201911	139	8	11	20	-	178	270	123,705	13,746	-	5,161	5,161	9,460	1,041	15,662	10,594	40,001		
201912	138	9	10	20	-	177	267	123,132	20,845	-	1,390	1,390	8,775	28	10,193	9,621	40,659		
202001	140	10	9	20	-	179	269	129,125	18,285	-	4,613	4,613	15,558	-	20,171	8,701	47,157		
202002	141	10	9	20	-	180	270	129,720	14,776	11,808	23,862	35,670	16,617	109	52,396	9,431	76,604		
202003	141	9	9	18	1	179	263	127,926	14,948	31,841	6,853	38,694	18,962	-	57,656	10,461	83,065		
202004	139	9	10	19	1	178	265	129,125	17,243	29,715	6,606	36,322	9,412	117	45,851	7,502	70,596		
202005	142	9	11	19	1	182	272	132,250	10,250	9,209	4,951	14,160	9,956	61	24,177	8,973	43,400		
202006	138	9	12	19	1	179	269	130,334	18,413	-	5,534	5,534	14,187	54	19,774	8,516	46,703		
202007	138	9	12	19	1	179	271	130,632	18,588	74,005	3,409	77,414	20,000	61	97,475	6,617	122,680		
202008	138	8	12	20	1	180	276	131,571	19,260	-	25,123	25,123	20,603	51	45,777	11,726	76,763		
202009	139	8	12	21	1	181	279	132,577	16,896	9,835	17,102	26,936	16,841	89	43,866	10,679	71,441		
TOTALS	1,671	107	128	234	7	2,147	3,238	1,541,986	201,821	194,846	117,605	312,451	174,599	1,617	488,667	111,564	802,052	247.72	0.520

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NOTE: The claims information contained in this report is paid claims only and does not include

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In addition, premiums presented for a given month do not necessarily match to paid claims in the month

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Confidential Information Statement

Group 00L075 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
201910	41	8	6	12	-	67	131	43,250	7,089	5,873	4,456	10,329	6,840	(4)	17,166	1,147	25,402		
201911	41	8	6	12	-	67	131	43,014	6,909	-	3,223	3,223	3,859	1,039	8,121	743	15,773		
201912	40	9	7	11	-	67	131	43,422	6,714	-	1,083	1,083	4,219	(1)	5,301	1,267	13,282		
202001	43	13	8	14	-	78	154	53,969	6,652	-	3,919	3,919	10,842	-	14,761	763	22,176		
202002	42	13	8	14	-	77	153	53,606	3,539	7,851	2,407	10,258	3,079	(2)	13,335	422	17,296		
202003	41	13	7	14	-	75	151	52,669	6,174	-	-	-	2,513	(3)	2,510	265	8,949		
202004	41	13	7	14	-	75	150	52,251	6,133	-	-	-	2,241	(3)	2,238	325	8,696		
202005	41	13	7	14	-	75	150	52,251	7,144	-	166	166	1,739	(3)	1,902	647	9,693		
202006	40	13	7	14	-	74	149	51,761	9,876	-	6,968	6,968	2,408	(3)	9,374	734	19,984		
202007	42	12	7	13	-	74	144	50,814	5,920	-	4,095	4,095	1,721	(3)	5,813	775	12,508		
202008	42	12	7	13	-	74	144	50,814	3,893	-	1,348	1,348	5,058	(10)	6,396	2,072	12,361		
202009	43	12	7	13	-	75	145	51,304	5,783	-	478	478	4,771	(3)	5,245	2,620	13,648		
TOTALS	496	139	84	158	-	878	1,732	599,124	75,825	13,724	28,143	41,868	49,290	1,005	92,162	11,778	179,766	103.78	0.300

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Confidential Information Statement

Group 000075 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
201910	136	23	11	20	-	190	294	168,040	45,240	25,976	15,078	41,054	44,813	(12)	85,854	22,676	153,770		
201911	134	24	11	20	-	189	294	167,423	30,438	76,861	27,295	104,157	31,133	(14)	135,276	22,405	188,119		
201912	131	24	11	20	-	186	291	165,783	22,730	319,789	13,078	332,867	35,624	9	368,500	25,333	416,562		
202001	130	25	9	16	-	180	267	162,888	25,149	(110,825)	8,693	(102,132)	36,580	19	(65,533)	23,752	(16,633)		
202002	127	25	9	16	-	177	264	160,713	32,753	10,941	32,526	43,467	34,358	7	77,831	23,557	134,141		
202003	127	25	9	16	-	177	264	160,713	26,984	180,299	16,608	196,907	41,783	3	238,693	24,717	290,394		
202004	125	24	9	16	-	174	259	157,983	30,867	3,414	5,184	8,598	15,724	89	24,411	20,520	75,799		
202005	126	23	9	16	-	174	259	158,047	29,006	55,954	38,036	93,990	41,551	(25)	135,516	22,147	186,670		
202006	127	23	9	16	-	175	259	158,153	31,150	53,004	4,895	57,898	28,396	7	86,302	22,217	139,669		
202007	128	23	9	16	-	176	260	158,971	41,805	42,030	13,369	55,400	27,194	(6)	82,587	18,577	142,969		
202008	126	23	9	16	-	174	258	157,428	33,472	37,630	44,723	82,353	29,375	70	111,798	24,661	169,931		
202009	127	23	9	15	-	174	255	156,582	22,466	23,684	15,731	39,415	14,346	35	53,796	27,707	103,969		
TOTALS	1,545	285	114	203	-	2,147	3,224	1,932,722	372,059	718,759	235,215	953,973	380,877	181	1,335,032	278,270	1,985,361	615.79	1.027

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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
201910	315	39	28	51	-	433	691	333,180	70,900	60,283	32,535	92,818	65,882	(10)	158,690	32,564	262,154		
201911	313	40	28	52	-	433	694	334,141	51,093	76,861	35,679	112,540	44,452	2,066	159,059	33,742	243,894		
201912	309	42	28	51	-	430	690	332,337	50,289	319,789	15,550	335,340	48,618	37	383,994	36,220	470,504		
202001	313	48	26	50	-	437	690	345,981	50,085	(110,825)	17,225	(93,600)	62,980	19	(30,601)	33,216	52,700		
202002	310	48	26	50	-	434	687	344,039	51,068	30,599	58,795	89,395	54,054	113	143,562	33,410	228,040		
202003	309	47	25	48	1	431	678	341,308	48,106	212,140	23,460	235,600	63,259	0	298,859	35,443	382,408		
202004	305	46	26	49	1	427	674	339,358	54,243	33,130	11,790	44,920	27,376	203	72,500	28,348	155,091		
202005	309	45	27	49	1	432	681	342,548	46,401	65,163	43,153	108,316	53,246	33	161,595	31,767	239,763		
202006	305	45	28	49	1	428	677	340,247	59,440	53,004	17,397	70,401	44,991	58	115,450	31,466	206,356		
202007	308	44	28	48	1	429	675	340,417	66,312	116,036	20,873	136,909	48,915	51	185,875	25,969	278,157		
202008	306	43	28	49	1	428	678	339,813	56,625	37,630	71,193	108,824	55,036	111	163,971	38,460	259,055		
202009	309	43	28	49	1	430	679	340,463	45,144	33,518	33,310	66,829	35,957	122	102,907	41,006	189,057		
TOTALS	3,712	531	326	595	7	5,172	8,194	4,073,832	649,706	927,329	380,963	1,308,292	604,766	2,803	1,915,861	401,612	2,967,179	362.11	0.728

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ATTACHMENT B - CITY OF PORT ORANGE KEY INDICATOR REPORT (Quarterly - 10/2020)

Report Title:	Key Indicator Report - Quarterly	  Florida Health Care Plans An Independent Licensee of the Blue Cross and Blue Shield Association
Group Name:	<u>CITY OF PORT ORANGE</u>	
Report Run Date:	10/26/2020	

Selected Report Parameters:

Date Type: Paid
Group(s): 000075, 00C075, 00H075, 00L075
Subgroup(s): ALL
Product Option(s): ALL

	Current Period	Prior Period		
Key Indicators	201910 202009	201810 201909	% Incr (Decr)	Incr (Decr) Payments
Payments Per EE Per Year	\$ 6,884.17	\$ 6,889.47	-0.1%	
Payments Per Member Per Year	\$ 4,345.37	\$ 4,308.92	0.8%	

Enrollment:				
Employees (Average)	431	432	-0.1%	
Members (Average)	683	690	-1.0%	

Payments During Period:				
Inpatient Facility	\$ 927,329	\$ 545,573	70.0%	\$381,755.88
Outpatient Facility	\$ 380,963	\$ 632,733	-39.8%	(\$251,770.38)
Total Facility	\$ 1,308,292	\$ 1,178,306	11.0%	\$129,985.50
Professional	\$ 1,146,969	\$ 1,288,738	-11.0%	(\$141,769.79)
Capitation	\$ 107,503	\$ 112,776	-4.7%	(\$5,273.26)
Other (DME, MedInj, Ambulance, etc.)	\$ 2,803	\$ 10,501	-73.3%	(\$7,697.67)
Pharmacy	\$ 401,612	\$ 383,089	4.8%	\$18,522.82
Grand Total	\$ 2,967,179	\$ 2,973,411	-0.2%	(\$6,232.40)

Payments Per Member Per Month:				
Inpatient Facility	\$ 113.17	\$ 65.88	71.8%	\$47.29
Outpatient Facility	\$ 46.49	\$ 76.41	-39.2%	(\$29.92)
Total Facility	\$ 159.66	\$ 142.30	12.2%	\$17.37
Professional	\$ 139.98	\$ 155.63	-10.1%	(\$15.66)
Capitation	\$ 13.12	\$ 13.62	-3.7%	(\$0.50)
Other (DME, MedInj, Ambulance, etc.)	\$ 0.34	\$ 1.27	-73.0%	(\$0.93)
Pharmacy	\$ 49.01	\$ 46.26	5.9%	\$2.75
Grand Total	\$ 362.11	\$ 359.08	0.8%	\$3.04

Other Key Payment Indicators:				
Inpatient Payments Per Day	\$ -	\$ -	0.0%	\$0.00
Inpatient Payments Per Admission	\$ 31,976.86	\$ 16,046.26	99.3%	\$15,930.59
Outpatient Payments/Visit	\$ 2,164.56	\$ 2,703.99	-19.9%	(\$539.43)
Professional Payments/Visit	\$ 264.34	\$ 276.43	-4.4%	(\$12.10)
Pharmacy Payments/Script	\$ 65.56	\$ 54.19	21.0%	\$11.37

Key Utilization Indicators:				
Inpatient Facility (excludes SNF)				
Inpatient Days/1000 Members	-	-	0.0%	0.00
Inpatient Admissions/1000 Members	42.47	49.27	-13.8%	(6.80)
Average Length of Inpatient Stay	-	-	0.0%	0.00
% Facility Admissions > 10 Days	0.0%	0.0%	0.0%	0.00
Outpatient Facility				
Emer. Rm Visits/1000 Members	-	-	0.0%	0.00
Other Outpatient Visits/1000 Members	257.75	339.10	-24.0%	(81.35)
Total Outpatient Visits/1000 Members	257.75	339.10	-24.0%	(81.35)
Physician				
Professional Services/1000 Members	6,376.34	6,740.01	-5.4%	(363.67)
Pharmacy				
Retail Generic Scripts/1000 Members	7,750.02	9,061.55	-14.5%	(1,311.53)
Mailorder Generic Scripts/1000 Members	489.14	318.81	53.4%	170.32
Retail Brand Scripts/1000 Members	692.70	846.30	-18.2%	(153.61)
Mailorder Brand Scripts/1000 Members	35.15	18.84	86.6%	16.31
Total Rx Scripts/1000 Members	8,967.00	10,245.50	-12.5%	(1,278.50)

Florida Health Care Plan, Inc.

Prescription Analysis - Quarterly

CITY OF PORT ORANGE

Enter start date: 10/01/19
 Enter end date: 09/30/20
 Member Months: 8,194

Highest Claim Prescriptions			
Order	Drug Name	Number of Scripts	Total Paid Claims
1	ZYDELIG	11	\$67,204.63
2	FARXIGA	58	\$40,732.95
3	ENBREL	9	\$26,925.07
4	NOVOLOG	37	\$23,413.85
5	BYDUREON	25	\$18,468.34
6	HUMULIN	7	\$17,515.65
7	ONGLYZA	35	\$14,319.11
8	TRESIBA	32	\$12,990.11
9	ELIQUIS	19	\$8,446.91
10	TESTOSTERONE	35	\$7,830.14

Florida Health Care Plan, Inc.

Large Claims (Year To Date) - Quarterly

CITY OF PORT ORANGE

Enter start date: 01/01/20
 Enter end date: 09/30/20
 Member Months: 6,119

Large Claimants Greater Than \$25000 - includes Rx			
Participant	Primary Diagnosis	Relationship to Employee/ Retiree	Total Paid Claims
1	Hypertensive heart disease with heart failure	Self	\$86,340
2	COVID-19 Acute Respiratory Disease	Spouse	\$77,735
3	Malignant neoplasm of right ovary	Spouse	\$70,137
4	Spinal stenosis, lumbar region without neurogenic claudication	Self	\$64,857
5	Unspecified atrial flutter	Spouse	\$55,391
6	Malignant neoplasm of sigmoid colon	Self	\$45,197
7	Displaced unsp fx right lesser toe(s), init for opn fx	Spouse	\$44,256
8	Liver disease, unspecified	Spouse	\$41,604
9	Type 1 diabetes mellitus with ketoacidosis without coma	Self	\$37,214
10	Non-ST elevation (NSTEMI) myocardial infarction	Self	\$36,036
11	Twin liveborn infant, delivered vaginally	Dependent	\$32,159
12	Rectal polyp	Spouse	\$29,574
13	Twin liveborn infant, delivered vaginally	Dependent	\$28,249
14	Acute appendicitis with perforation and localized peritonitis, with abscess	Self	\$25,218

Florida Health Care Plan, Inc.

Large Claims (Current Year) - Quarterly

CITY OF PORT ORANGE

Enter start date: 10/01/19
 Enter end date: 09/30/20
 Member Months: 8,194

Large Claimants Greater Than \$25000 - includes Rx			
Participant	Primary Diagnosis	Relationship to Employee/ Retiree	Total Paid Claims
1	Hypertensive heart disease with heart failure	Self	\$341,353
2	COVID-19 Acute Respiratory Disease	Spouse	\$97,702
3	Congenital subaortic stenosis	Dependent	\$90,787
4	Malignant neoplasm of right ovary	Spouse	\$73,024
5	Spinal stenosis, lumbar region without neurogenic claudication	Self	\$66,198
6	Spondylolisthesis, lumbar region	Self	\$62,375
7	Unspecified atrial flutter	Spouse	\$60,392
8	Displaced unsp fx right lesser toe(s), init for opn fx	Spouse	\$46,751
9	Malignant neoplasm of sigmoid colon	Self	\$45,386
10	Type 1 diabetes mellitus with ketoacidosis without coma	Self	\$41,689
11	Liver disease, unspecified	Spouse	\$41,635
12	Calculus of bile duct w/o cholangitis or cholecyst w/o obst	Spouse	\$37,705
13	Non-ST elevation (NSTEMI) myocardial infarction	Self	\$37,333
14	Twin liveborn infant, delivered vaginally	Dependent	\$32,159
15	Rectal polyp	Spouse	\$31,908
16	Atheroscl heart disease of native coronary artery w/o ang pctrs	Self	\$28,269
17	Twin liveborn infant, delivered vaginally	Dependent	\$28,249
18	Umbilical hernia without obstruction or gangrene	Self	\$25,824
19	Acute appendicitis with perforation and localized peritonitis, with abscess	Self	\$25,789

Florida Health Care Plan, Inc.

Large Claims (Prior Year) - Quarterly

CITY OF PORT ORANGE

Enter start date: 10/01/18
 Enter end date: 09/30/19
 Member Months: 8,281

Large Claimants Greater Than \$25000 - includes Rx			
Participant	Primary Diagnosis	Relationship to Employee/ Retiree	Total Paid Claims
1	Malignant neoplasm of bones of skull and face	Spouse	\$287,120
2	Alpha-1-antitrypsin deficiency	Self	\$149,350
3	Other osteomyelitis, hand	Spouse	\$72,337
4	Chronic lymphocytic leukemia of B-cell type in relapse	Spouse	\$71,265
5	Disruptive mood dysregulation disorder	Dependent	\$62,159
6	Other spondylosis with radiculopathy, lumbar region	Self	\$56,231
7	Unilateral primary osteoarthritis, left knee	Spouse	\$47,279
8	Malignant neoplasm of unspecified site of left female breast	Spouse	\$45,621
9	Malignant neoplasm of rectosigmoid junction	Self	\$42,834
10	Intervertebral disc disorders w myelopathy, thoracic region	Spouse	\$41,723
11	Left upper quadrant pain	Spouse	\$40,650
12	Hydronephrosis with renal and ureteral calculous obstruction	Self	\$39,695
13	Unilateral primary osteoarthritis, left hip	Self	\$38,182
14	Disruptive mood dysregulation disorder	Dependent	\$37,865
15	Unspecified acute appendicitis	Self	\$34,919
16	Epidural hemorrhage w LOC of unsp duration, init	Dependent	\$33,053
17	Other specified disorders of Eustachian tube, right ear	Self	\$29,761
18	STEMI involving right coronary artery	Self	\$28,828
19	Morbid (severe) obesity due to excess calories	Self	\$26,670



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 to the City Broker Services for Employee Insurances, pursuant to Request for Proposal 21-04 ("RFP 21-04"). This Contract together with RFP 21-04, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, of RFP 21-04 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of RFP 21-04, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The initial term of this Contract shall become effective on the last date the Contract is signed by the Parties and shall continue for a period of three (3) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, total contract term not to exceed five (5) years, subject to review and approval of the City Manager and budget appropriation. This Contract may be terminated by the Parties upon 60 days written notice, however, notice shall not be given or accepted within 180 days prior to policy renewal.

This Contract may be terminated by the Parties, upon written notice from the Contractor to the City with at least 180 days, and upon 60 days written notice from the City to the Contractor.

Manner and Place: The work shall be performed in accordance with 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.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. The

City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed _____ and ___/100 Dollars (\$_____). 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 Administration. The Administrative Services Director, Jamie L. Miller, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

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 23 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 required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing

the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement 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	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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. **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.

19. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. 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.

21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. 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.

22. 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.

23. 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.**

24. Additional Provisions. This Contract includes all additional provisions as may have been outlined in 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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

25. 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.

26. 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: Jamie L. Miller, Administrative Services Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5562

Contractor: _____
Attention: _____

() - - Telephone
@ .com

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.

27. 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.

28. 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:

By: _____

Printed Name: _____

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.

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by _____, as _____ of _____, a _____ corporation. He/She is ___ personally known or ___ produced _____ as identification.

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20____, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, 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. She is ____ personally known or ____ produced _____ as identification.

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



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. #1

February 3, 2021

RFP 21-04 Broker Services for Employee Insurances

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 14, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS

N/A

B. CHANGES TO SPECIFICATIONS

On Pages 11 and 12 of the RFP, "*Florida Combined Life and VSP*" should both now read as "**MetLife**" and "*Connect Your Care/Florida Capital Bank*" should now read as "**HSABank**".

C. QUESTIONS AND ANSWERS

Question 1: What was the impetus to put this solicitation out to bid? Is this something done every three years?

Answer: This RFP is being solicited because the contract for Broker Services for Employee Insurances has no more renewal options/contract is expiring.

Question 2: Who is the current Broker for the City?

Answer: Brown and Brown Insurance.

Question 3: How long has the City been contracted with Brown and Brown?

Answer: The City has been contracted with Brown and Brown since 2017.

Question 4: Does the City allow bonus commissions from the carriers to the current broker?

Answer: No.

Question 5: What is the City's renewal rate history for the past three years? (Medical, Dental, Vision, Life)

Answer:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Medical	0%	3.90%	0%
Dental	0%	4%	0%
Vision	0%	0%	0%
Life	0%	12.50%	0%

Question 6: What vendor or platform does the City use for their payroll system?

Answer: Workday.

Question 7: Does the City currently have an online enrollment system? If so, is the current broker paying for the online enrollment system?

Answer: Yes, the City does have an online enrollment system, but the broker does not pay for it.

Question 8: What is the name of your current enrollment system?

Answer: Workday.

Question 9: How is the City connecting to your enrollment system?

Answer: It is all one system.

Question 10: What services are you receiving (i.e. technology only, billing reconciliation, ACA, etc.) from your current enrollment system?

Answer: None from the Broker.

Question 11: If your current vendor is not handling ACA filing, who is handling it?

Answer: Workday.

Question 12: Does your current broker receive a subsidy for online enrollment?

Answer: No.

Question 13: Does your current broker provide and pay for COBRA services? And who is your COBRA vendor?

Answer: No; Wage Works.

Question 14: Does the City offer Retiree Benefits in addition to the employee health insurance?

Answer: Dental and Vision Insurance.

Question 15: Are there any current wellness initiatives instituted through the carrier or current broker?

Answer: There are no formal initiatives.

Michael Hall

Purchasing Agent

mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject RFP 21-04 Broker Services for Employee Insurances remains unchanged.

END OF ADDENDUM NO. #1



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. #2

February 11, 2021

RFP 21-04 Broker Services for Employee Insurances

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 14, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS

Please see the attached reports for proposer's informational purposes. Note that the 7/1/18 renewal was for 18 months to get the City to a 1/1/20 plan year.

B. CHANGES TO SPECIFICATIONS

On Pages 11 and 12 of the RFP, "*Florida Combined Life and VSP*" should both now read as "**MetLife**" and "*Connect Your Care/Florida Capital Bank*" should now read as "**HSABank**".

C. QUESTIONS AND ANSWERS

Question 1: What was the impetus to put this solicitation out to bid? Is this something done every three years?

Answer: This RFP is being solicited because the contract for Broker Services for Employee Insurances has no more renewal options/contract is expiring.

Question 2: Who is the current Broker for the City?

Answer: Brown and Brown Insurance.

Question 3: How long has the City been contracted with Brown and Brown?

Answer: The City has been contracted with Brown and Brown since 2017.

Question 4: Does the City allow bonus commissions from the carriers to the current broker?

Answer: No.

Question 5: What is the City's renewal rate history for the past three years? (Medical, Dental, Vision, Life)

Answer:

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Medical	0%	3.90%	0%
Dental	0%	4%	0%
Vision	0%	0%	0%
Life	0%	12.50%	0%

Question 6: What vendor or platform does the City use for their payroll system?

Answer: Workday.

Question 7: Does the City currently have an online enrollment system? If so, is the current broker paying for the online enrollment system?

Answer: Yes, the City does have an online enrollment system, but the broker does not pay for it.

Question 8: What is the name of your current enrollment system?

Answer: Workday.

Question 9: How is the City connecting to your enrollment system?

Answer: It is all one system.

Question 10: What services are you receiving (i.e. technology only, billing reconciliation, ACA, etc.) from your current enrollment system?

Answer: None from the Broker.

Question 11: If your current vendor is not handling ACA filing, who is handling it?

Answer: Workday.

Question 12: Does your current broker receive a subsidy for online enrollment?

Answer: No.

Question 13: Does your current broker provide and pay for COBRA services? And who is your COBRA vendor?

Answer: No; Wage Works.

Question 14: Does the City offer Retiree Benefits in addition to the employee health insurance?

Answer: Dental and Vision Insurance.

Question 15: Are there any current wellness initiatives instituted through the carrier or current broker?

Answer: There are no formal initiatives.

Question 16: Does the City receive a rebate or premium returns from Florida Health Care Plans?

Answer: No.

Question 17: The RFP shows the City has dental with Florida Combined Life and Vision with VSP. The City Council Agenda Item for meeting dated 10/6/2020 advises the current MetLife standard contract for services effective January 1, 2020 for until December 31, 2020 allows for two additional one-year periods (1/1/21-12/31/21 and 1/1/22 – 12/31/22 subject to city Council approval. The 1/1/21 renewal with no increase to the current premium and no reduction in benefits. Is MetLife the City's current carrier for dental and vision insurance?

Answer: Yes, please see B. Changes to Specifications for revision. The City has MetLife for Dental, Vision and Group Term Life.

Question 18: Does the City's broker receive commission from MetLife for the dental and vision insurance?

Answer: No.

Question 19: Is the City's Life and AD&D with Florida Combined Life?

Answer: No, MetLife.

Question 20: Does the City's broker receive commission for the Life and AD&D insurance?

Answer: No.

Question 21: Does the City's current broker receive commission from the City's Voluntary Supplemental Insurance companies (Aflac, Colonial Life and Police & Fireman's Insurance)?

Answer: No.

Question 22: What is your Medical Loss Ratio for the last three years?

Answer: The MLR History for paid claims are as follows:

2020	65.5%
2019	78.8%
2018	89.9%

Question 23: Does your current broker earn commission on all coverages or do you pay an annual fee? If by commissions, what is the average annual commission earned?

Answer: The City pays an annual fee, no commission.

Question 24: I understand you have 460 full time covered employees; does this include all benefit eligible employees? Do you also have retirees covered through your medical, dental etc.? If so, how many? How many are non-Medicare eligible?

Answer: The 460 full time covered employees does include all benefit eligible employees. Retirees are covered through our medical and dental: 37 on Medical and 67 on Dental; none of the retirees on Medical are Medicare eligible.

Question 25: How is your annual and new hire enrollment handled? Use of paper or electronic enrollment?

Answer: Our annual and new hire enrollment is handled by our HRIS system: Workday; We use electronic enrollment.

Question 26: If you utilize a Benefits enrollment website, do you own it or is it provided by a carrier or your broker?

Answer: We utilize Workday software as our entire HRIS System.

Question 27: Are there any areas of your current health plan that you would like to improve?

Answer: No.

Question 28: Do you currently have any wellness initiatives or incentives? If yes, how would you describe your programs success?

Answer: No.

Question 29: Are there any other services provided to you by your Broker such as COBRA services, Compliance or Workforce productivity? Is it free or is there a cost?

Answer: The current Broker assists with COBRA cases with our vendor Wage Works; They do a compliance audit and the will assist with wellness initiatives—if needed.

Question 30: What is the annual fee for your current Broker?

Answer: The annual fee is \$60,000.00 per year for our current Broker.

Question 31: Does the City have Vision and Life Insurance Claims Reports available?

Answer: No. Per our current carrier, “We are only able to provide dental reporting for this customer. The vision plan is group rated so we are unable to isolate claims. As for the life, we require 1000 enrolled before we are able to isolate claims.”

Michael Hall
Purchasing Agent
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject RFP 21-04 Broker Services for Employee Insurances remains unchanged.

END OF ADDENDUM NO. #2

Report Title: **Key Indicator Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **10/18/2018**



Selected Report Parameters:

Date Type: **Paid**
 Group(s): **000075, 00C075, 00H075, 00L075**
 Subgroup(s): **ALL**
 Product Option(s): **ALL**

Key Indicators	Current Period	Prior Period	% Incr (Decr)	Incr (Decr) Payments
	201710 201809	201610 201709		
Payments Per EE Per Year	\$ 8,274.64	\$ 7,123.92	16.2%	
Payments Per Member Per Year	\$ 4,936.44	\$ 4,199.27	17.6%	

Enrollment:				
Employees (Average)	417	405	3.2%	
Members (Average)	700	686	1.9%	

Payments During Period:				
Inpatient Facility	\$ 872,199	\$ 701,959	24.3%	\$170,240.34
Outpatient Facility	\$ 695,723	\$ 336,612	106.7%	\$359,110.33
Total Facility	\$ 1,567,922	\$ 1,038,571	51.0%	\$529,350.67
Professional	\$ 1,374,727	\$ 1,196,134	14.9%	\$178,592.50
Capitation	\$ 117,041	\$ 109,983	6.4%	\$7,057.17
Other (DME, MedInj, Ambulance, etc.)	\$ 55,893	\$ 53,408	4.7%	\$2,484.68
Pharmacy	\$ 338,112	\$ 483,953	-30.1%	(\$145,840.40)
Grand Total	\$ 3,453,694	\$ 2,882,050	19.8%	\$571,644.62

Payments Per Member Per Month:				
Inpatient Facility	\$ 103.89	\$ 85.23	21.9%	\$18.66
Outpatient Facility	\$ 82.87	\$ 40.87	102.8%	\$42.00
Total Facility	\$ 186.76	\$ 126.10	48.1%	\$60.65
Professional	\$ 163.74	\$ 145.24	12.7%	\$18.51
Capitation	\$ 13.94	\$ 13.35	4.4%	\$0.59
Other (DME, MedInj, Ambulance, etc.)	\$ 6.66	\$ 6.48	2.7%	\$0.17
Pharmacy	\$ 40.27	\$ 58.76	-31.5%	(\$18.49)
Grand Total	\$ 411.37	\$ 349.94	17.6%	\$61.43

Other Key Payment Indicators:				
Inpatient Payments Per Day	\$ 7,329.41	\$ 3,656.04	100.5%	\$3,673.37
Inpatient Payments Per Admission	\$ 24,919.98	\$ 20,645.85	20.7%	\$4,274.13
Outpatient Payments/Visit	\$ 2,407.34	\$ 1,420.30	69.5%	\$987.04
Professional Payments/Visit	\$ 330.38	\$ 324.60	1.8%	\$5.79
Pharmacy Payments/Script	\$ 47.59	\$ 59.25	-19.7%	(\$11.66)

Key Utilization Indicators:				
Inpatient Facility (excludes SNF)				
Inpatient Days/1000 Members	170.09	279.75	-39.2%	(109.66)
Inpatient Admissions/1000 Members	50.03	49.54	1.0%	0.49
Average Length of Inpatient Stay	3.40	5.65	-39.8%	(2.25)
% Facility Admissions > 10 Days	2.9%	5.9%	-51.4%	(0.03)
Outpatient Facility				
Emer. Rm Visits/1000 Members	140.07	155.90	-10.2%	(15.83)
Other Outpatient Visits/1000 Members	273.00	189.42	44.1%	83.58
Total Outpatient Visits/1000 Members	413.07	345.32	19.6%	67.75
Physician				
Professional Services/1000 Members	6,510.56	5,864.60	11.0%	645.96
Pharmacy				
Retail Generic Scripts/1000 Members	8,861.79	10,655.37	-16.8%	(1,793.57)
Mailorder Generic Scripts/1000 Members	393.06	418.17	-6.0%	(25.11)
Retail Brand Scripts/1000 Members	884.75	813.03	8.8%	71.72
Mailorder Brand Scripts/1000 Members	14.29	14.57	-1.9%	(0.28)
Total Rx Scripts/1000 Members	10,153.90	11,901.14	-14.7%	(1,747.24)

Report Title: **Key Indicator Report - Quarterly**
 Group Name: **CITY OF PORT ORANGE**
 Report Run Date: **10/28/2019**



Selected Report Parameters:

Date Type: **Paid**
 Group(s): **000075, 00C075, 00H075, 00L075**
 Subgroup(s): **ALL**
 Product Option(s): **ALL**

Key Indicators	Current Period	Prior Period	% Incr (Decr)	Incr (Decr) Payments
	201810 201909	201710 201809		
Payments Per EE Per Year	\$ 6,925.72	\$ 8,190.89	-15.4%	
Payments Per Member Per Year	\$ 4,330.54	\$ 4,886.48	-11.4%	

Enrollment:				
Employees (Average)	432	417	3.4%	
Members (Average)	690	700	-1.3%	

Payments During Period:				
Inpatient Facility	\$ 554,423	\$ 872,199	-36.4%	(\$317,775.82)
Outpatient Facility	\$ 623,883	\$ 694,485	-10.2%	(\$70,602.51)
Total Facility	\$ 1,178,306	\$ 1,566,685	-24.8%	(\$388,378.33)
Professional	\$ 1,240,712	\$ 1,351,296	-8.2%	(\$110,584.24)
Capitation	\$ 116,765	\$ 119,158	-2.0%	(\$2,392.57)
Other (DME, MedInj, Ambulance, etc.)	\$ 70,984	\$ 45,234	56.9%	\$25,749.57
Pharmacy	\$ 382,285	\$ 336,368	13.7%	\$45,917.43
Grand Total	\$ 2,989,053	\$ 3,418,741	-12.6%	(\$429,688.14)

Payments Per Member Per Month:				
Inpatient Facility	\$ 66.94	\$ 103.89	-35.6%	(\$36.95)
Outpatient Facility	\$ 75.32	\$ 82.72	-8.9%	(\$7.40)
Total Facility	\$ 142.26	\$ 186.61	-23.8%	(\$44.35)
Professional	\$ 149.80	\$ 160.95	-6.9%	(\$11.16)
Capitation	\$ 14.10	\$ 14.19	-0.7%	(\$0.10)
Other (DME, MedInj, Ambulance, etc.)	\$ 8.57	\$ 5.39	59.1%	\$3.18
Pharmacy	\$ 46.15	\$ 40.06	15.2%	\$6.09
Grand Total	\$ 360.88	\$ 407.21	-11.4%	(\$46.33)

Other Key Payment Indicators:				
Inpatient Payments Per Day	\$ 4,950.21	\$ 6,508.95	-23.9%	(\$1,558.74)
Inpatient Payments Per Admission	\$ 14,215.99	\$ 24,227.76	-41.3%	(\$10,011.77)
Outpatient Payments/Visit	\$ 2,012.53	\$ 2,428.27	-17.1%	(\$415.75)
Professional Payments/Visit	\$ 284.05	\$ 325.46	-12.7%	(\$41.41)
Pharmacy Payments/Script	\$ 54.00	\$ 47.36	14.0%	\$6.65

Key Utilization Indicators:				
Inpatient Facility (excludes SNF)				
Inpatient Days/1000 Members	162.27	191.53	-15.3%	(29.26)
Inpatient Admissions/1000 Members	56.50	51.46	9.8%	5.05
Average Length of Inpatient Stay	2.87	3.72	-22.8%	(0.85)
% Facility Admissions > 10 Days	7.7%	5.6%	38.5%	0.02
Outpatient Facility				
Emer. Rm Visits/1000 Members	140.53	138.64	1.4%	1.89
Other Outpatient Visits/1000 Members	308.59	270.14	14.2%	38.45
Total Outpatient Visits/1000 Members	449.13	408.79	9.9%	40.34
Physician				
Professional Services/1000 Members	6,836.90	6,516.28	4.9%	320.62
Pharmacy				
Retail Generic Scripts/1000 Members	9,072.40	8,860.36	2.4%	212.03
Mailorder Generic Scripts/1000 Members	318.74	393.06	-18.9%	(74.33)
Retail Brand Scripts/1000 Members	846.10	884.75	-4.4%	(38.65)
Mailorder Brand Scripts/1000 Members	18.83	14.29	31.8%	4.54
Total Rx Scripts/1000 Members	10,256.07	10,152.47	1.0%	103.60

Florida Health Care Plan, Inc.

Large Claims (Current Year) - Quarterly

CITY OF PORT ORANGE

Enter start date: 10/01/17
 Enter end date: 09/30/18
 Member Months: 8,396

Large Claimants Greater Than \$25000 - includes Rx			
Participant	Primary Diagnosis	Relationship to Employee/ Retiree	Total Paid Claims
1	Disorders of plasma-protein metabolism, NEC	Self	\$258,584
2	Malignant neoplasm of unspecified site of left female breast	Spouse	\$253,180
3	Rheumatic tricuspid valve diseases	Dependent	\$220,608
4	Nonrheumatic mitral valve disorders	Self	\$123,956
5	ST elevation (STEMI) myocardial infarction of other sites	Self	\$94,197
6	Sepsis due to Staphylococcus aureus	Self	\$92,130
7	Malignant neoplasm of kidney, except renal pelvis	Spouse	\$88,645
8	Fracture of mandible, unspecified	Self	\$84,095
9	Infection following a procedure	Self	\$75,653
10	Calculus of gallbladder with other cholecystitis	Spouse	\$64,789
11	Osteoarthritis of knee	Self	\$57,682
12	Other osteomyelitis	Spouse	\$47,004
13	Osteoarthritis of knee	Spouse	\$45,431
14	Displaced intertrochanteric fracture of left femur	Self	\$44,693
15	Strain of muscle and tendon of front wall of thorax	Self	\$41,559
16	Unilateral primary osteoarthritis of knee	Self	\$36,881
17	Obesity due to excess calories	Spouse	\$30,271
18	Other and unspecified acute appendicitis	Self	\$28,785
19	Other specified disorders of kidney and ureter	Self	\$28,551
20	Acute respiratory failure	Self	\$27,962
21	Abnormal results of cardiovascular function studies	Self	\$27,929
22	Displaced pilon fracture of left tibia	Self	\$26,915
23	Unspecified atrial fibrillation and atrial flutter	Self	\$26,840

Florida Health Care Plan, Inc.

Large Claims (Current Year) - Quarterly

CITY OF PORT ORANGE

Enter start date: 10/01/18
 Enter end date: 09/30/19
 Member Months: 8,283

Large Claimants Greater Than \$25000 - includes Rx			
Participant	Primary Diagnosis	Relationship to Employee/ Retiree	Total Paid Claims
1	Malignant neoplasm of bone/artic cartl of and unsp sites	Spouse	\$287,136
2	Disorders of plasma-protein metabolism, NEC	Self	\$150,368
3	Other osteomyelitis	Spouse	\$72,382
4	Chronic lymphocytic leukemia of B-cell type	Spouse	\$71,284
5	Disruptive mood dysregulation disorder	Dependent	\$62,618
6	Other spondylosis with radiculopathy	Self	\$56,231
7	Unilateral primary osteoarthritis of knee	Spouse	\$47,285
8	Malignant neoplasm of breast of unspecified site, female	Spouse	\$45,726
9	Malignant neoplasm of colon	Self	\$42,831
10	Thoracic, thrcm and lumbosacr intvrt disc disord w myelopath	Spouse	\$41,700
11	Pain localized to upper abdomen	Spouse	\$40,744
12	Obstructive and reflux uropathy	Self	\$39,655
13	Unilateral primary osteoarthritis of hip	Self	\$38,183
14	Disruptive mood dysregulation disorder	Dependent	\$37,863
15	Other and unspecified acute appendicitis	Self	\$34,980
16	Epidural hemorrhage w loss of consciousness of unsp duration	Dependent	\$33,067
17	Other specified disorders of Eustachian tube	Self	\$29,730
18	ST elevation (STEMI) myocardial infarction of inferior wall	Self	\$28,842
19	Obesity due to excess calories	Self	\$26,733

Confidential Information Statement

Group 00C075 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
201710	7	1	-	1	-	9	13	7,681	1,516	-	700	700	385	(172)	914	352	2,783		
201711	7	1	-	1	-	9	13	7,681	1,264	-	-	-	178	2,029	2,207	951	4,421		
201712	7	1	-	1	-	9	13	7,681	746	-	-	-	943	99	1,042	1,001	2,788		
201801	6	2	-	1	-	9	13	8,219	766	-	3,501	3,501	270	1,028	4,799	348	5,913		
201802	6	2	-	1	-	9	14	8,219	766	-	4,493	4,493	1,556	-	6,049	881	7,696		
201803	6	2	-	1	-	9	14	8,219	806	-	(260)	(260)	960	-	700	814	2,320		
201804	6	2	-	1	-	9	14	8,219	347	-	40	40	1,288	1,308	2,636	282	3,265		
201805	6	2	-	1	-	9	14	8,219	2,735	-	879	879	1,792	570	3,241	1,135	7,111		
201806	6	2	-	1	-	9	14	8,219	832	(11,427)	70	(11,358)	(2,426)	8	(13,776)	268	(12,676)		
201807	-	-	-	-	-	-	-	-	-	-	1,759	1,759	553	998	3,310	-	3,310		
201808	-	-	-	-	-	-	-	-	9	-	(2,253)	(2,253)	-	-	(2,253)	-	(2,244)		
201809	-	-	-	-	-	-	-	-	-	-	-	-	139	-	139	-	139		
TOTALS	57	15	-	9	-	81	122	72,355	9,786	(11,427)	8,928	(2,500)	5,637	5,868	9,006	6,033	24,824	202.83	0.343

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Confidential Information Statement

Group 00H075 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
201710	102	10	14	24	-	150	256	113,100	15,780	-	10,608	10,608	7,815	209	18,633	5,919	40,332		
201711	101	10	14	25	-	150	258	113,768	16,011	-	10,191	10,191	8,868	986	20,045	6,958	43,014		
201712	104	10	13	26	-	153	263	115,716	9,133	-	16,494	16,494	9,783	456	26,733	5,211	41,076		
201801	107	10	12	25	-	155	262	116,060	11,032	-	7,567	7,567	11,637	967	20,171	6,678	37,881		
201802	111	9	12	25	-	157	262	116,196	15,313	12,500	550	13,050	9,987	335	23,372	5,439	44,124		
201803	112	8	11	25	-	156	259	115,012	11,311	-	21,047	21,047	14,456	741	36,244	5,196	52,751		
201804	114	7	11	25	-	157	260	115,618	13,006	-	44,467	44,467	12,337	1,516	58,321	5,540	76,866		
201805	115	8	11	25	-	159	262	116,712	10,806	9,701	31,698	41,399	11,093	134	52,627	5,136	68,568		
201806	120	9	11	25	-	165	269	120,684	10,752	16,994	10,820	27,815	11,124	357	39,295	6,530	56,577		
201807	113	9	10	26	-	158	266	116,253	11,685	25,008	6,857	31,865	24,881	738	57,484	5,544	74,712		
201808	117	9	9	25	-	161	267	117,382	14,817	160,719	43,055	203,774	11,481	727	215,982	8,600	239,399		
201809	116	9	9	25	-	159	263	115,719	13,137	198	565	763	30,070	282	31,115	6,419	50,671		
TOTALS	1,332	108	137	302	-	1,880	3,147	1,392,221	152,782	225,121	203,921	429,041	163,532	7,448	600,022	73,167	825,972	262.47	0.593

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Confidential Information Statement

Group 00L075 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
201710	33	6	5	15	-	59	122	40,043	8,921	-	-	-	2,322	119	2,440	162	11,523		
201711	33	6	5	15	-	59	121	40,043	4,281	-	2,086	2,086	3,307	670	6,063	824	11,169		
201712	34	7	5	14	-	60	122	40,250	5,725	-	486	486	878	5,996	7,361	717	13,802		
201801	35	7	5	13	-	60	121	40,271	6,007	-	-	-	2,034	2,298	4,333	85	10,424		
201802	35	7	5	13	-	60	119	39,557	3,124	-	-	-	1,511	11	1,522	61	4,707		
201803	34	7	5	13	-	59	118	39,305	3,658	-	700	700	2,161	0	2,862	(22)	6,497		
201804	34	7	5	13	-	59	117	39,305	6,753	-	-	-	5,180	694	5,874	557	13,183		
201805	35	7	4	13	-	59	116	38,944	4,565	-	1,394	1,394	4,913	2	6,308	579	11,453		
201806	34	7	5	13	-	59	117	39,305	3,354	-	17,804	17,804	10,001	27	27,832	623	31,809		
201807	41	7	6	11	-	65	119	41,396	1,547	-	-	-	23,276	710	23,986	46	25,579		
201808	40	8	6	11	-	65	120	41,757	5,144	78,583	1,892	80,475	12,556	2,964	95,996	656	101,796		
201809	41	7	6	11	-	65	119	41,160	4,595	15,183	10,762	25,945	7,956	2	33,903	648	39,147		
TOTALS	428	83	62	155	-	728	1,431	481,334	57,674	93,767	35,124	128,890	76,096	13,493	218,479	4,935	281,088	196.49	0.584

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Confidential Information Statement

Group 000075 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
201710	132	31	10	24	-	197	316	179,221	43,340	946	20,395	21,341	33,501	3,507	58,348	14,583	116,271		
201711	130	31	10	24	-	195	314	177,488	41,667	8,051	32,567	40,618	24,468	1,729	66,815	21,509	129,990		
201712	131	31	10	24	-	196	316	178,186	46,599	42,311	25,243	67,555	40,759	2,706	111,019	23,361	180,980		
201801	127	31	10	23	-	191	310	173,861	42,774	15,661	23,908	39,569	42,378	2,310	84,258	18,722	145,753		
201802	126	31	10	23	-	190	306	173,510	59,824	125,671	103,150	228,821	28,098	3,190	260,109	14,827	334,760		
201803	126	31	9	23	-	189	304	171,954	64,246	43,860	48,081	91,940	24,235	2,039	118,215	20,322	202,783		
201804	127	29	10	23	-	189	302	171,071	54,800	55,199	18,644	73,843	30,336	3,636	107,815	13,964	176,579		
201805	126	28	10	24	-	188	303	171,001	50,131	198,977	70,208	269,184	44,866	2,119	316,170	26,696	392,997		
201806	126	28	10	23	-	187	300	169,745	47,835	37,908	24,548	62,455	33,655	2,066	98,176	24,578	170,589		
201807	136	30	10	22	-	198	308	177,757	47,123	-	21,088	21,088	44,970	1,876	67,934	24,898	139,955		
201808	137	30	10	22	-	199	308	178,072	57,898	8,861	42,705	51,566	32,965	2,264	86,795	26,501	171,194		
201809	138	29	10	22	-	199	308	177,583	56,084	27,295	17,214	44,509	33,708	1,639	79,855	24,018	159,958		
TOTALS	1,563	360	119	277	-	2,319	3,696	2,099,449	612,322	564,739	447,751	1,012,490	413,937	29,083	1,455,510	253,978	2,321,810	628.23	1.106

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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
201710	274	48	29	64	-	415	707	340,045	69,557	946	31,704	32,649	44,023	3,663	80,335	21,016	170,908		
201711	271	48	29	65	-	413	707	338,980	63,222	8,051	44,844	52,895	36,820	5,414	95,130	30,242	188,594		
201712	276	49	28	65	-	418	714	341,833	62,203	42,311	42,224	84,535	52,363	9,257	146,154	30,290	238,647		
201801	275	50	27	63	-	415	706	338,411	60,578	15,661	34,976	50,637	56,319	6,604	113,561	25,832	199,971		
201802	278	49	27	62	-	416	700	337,483	79,027	138,172	108,193	246,364	41,152	3,536	291,052	21,207	391,286		
201803	278	48	25	62	-	413	695	334,489	80,020	43,860	69,568	113,428	41,812	2,781	158,020	26,310	264,350		
201804	281	45	26	62	-	414	694	334,212	74,905	55,199	63,151	118,350	49,141	7,155	174,646	20,342	269,893		
201805	282	45	25	63	-	415	694	334,875	68,238	208,678	104,178	312,856	62,664	2,825	378,345	33,546	480,129		
201806	287	46	26	62	-	421	701	337,953	62,774	43,474	53,242	96,717	52,354	2,457	151,528	31,998	246,300		
201807	290	46	26	59	-	421	693	335,406	60,355	25,008	29,704	54,712	93,679	4,323	152,713	30,487	243,556		
201808	294	47	25	58	-	425	695	337,211	77,869	248,164	85,399	333,563	57,002	5,955	396,520	35,757	510,146		
201809	295	45	25	58	-	423	690	334,461	73,816	42,676	28,541	71,216	71,873	1,923	145,013	31,086	249,914		
TOTALS	3,380	566	318	743	-	5,009	8,396	4,045,359	832,565	872,199	695,723	1,567,922	659,203	55,893	2,283,017	338,112	3,453,694	411.37	0.854

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Confidential Information Statement

Group 00C075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml 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
201810	-	-	-	-	-	-	-	-	-	-	-	-	(86)	-	(86)	-	(86)		
201811	-	-	-	-	-	-	-	-	338	-	(459)	(459)	-	-	(459)	-	(121)		
201812	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201901	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201902	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201903	-	-	-	-	-	-	-	-	-	-	3,353	3,353	-	-	3,353	-	3,353		
201904	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201905	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201906	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201907	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201908	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
201909	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
TOTALS	-	-	-	-	-	-	-	-	338	-	2,893	2,893	(86)	-	2,807	-	3,146	-	-

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Confidential Information Statement

Group 00H075 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
201810	117	9	9	24	-	159	260	116,551	20,843	(2)	4,722	4,720	12,098	2,450	19,268	6,187	46,298		
201811	121	9	9	24	-	163	264	118,297	10,480	18,236	173	18,408	14,125	1,839	34,372	6,932	51,784		
201812	124	9	9	24	-	166	266	120,580	11,995	869	14,895	15,764	17,329	2,766	35,859	7,021	54,875		
201901	124	10	10	20	-	164	254	116,121	13,471	26,053	14,942	40,996	11,339	5,919	58,254	8,064	79,789		
201902	128	10	10	20	-	168	258	118,413	14,854	6,868	5,775	12,643	8,954	93	21,689	9,489	46,032		
201903	138	9	10	20	-	177	266	122,854	14,238	30,473	5,454	35,927	11,481	742	48,150	5,855	68,242		
201904	139	8	10	20	-	177	265	122,693	15,604	32,540	1,891	34,431	9,457	51	43,938	8,469	68,011		
201905	138	8	10	19	-	175	260	120,878	34,078	15,304	1,085	16,389	8,864	1,039	26,293	9,491	69,861		
201906	138	10	10	19	-	177	265	122,722	12,552	6,868	7,588	14,456	10,772	981	26,209	7,572	46,332		
201907	137	10	10	20	-	177	269	123,570	14,978	15,257	18,198	33,454	13,341	294	47,089	12,814	74,881		
201908	138	9	9	19	-	175	262	120,878	18,592	13,156	9,929	23,085	10,913	778	34,776	5,691	59,059		
201909	139	9	11	19	-	178	269	123,342	11,496	10,086	7,446	17,533	12,666	293	30,492	9,432	51,419		
TOTALS	1,581	110	117	248	-	2,056	3,157	1,446,900	193,180	175,706	92,099	267,805	141,338	17,245	426,388	97,017	716,585	227.00	0.495

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Confidential Information Statement

Group 00L075 Subgroup (All)

Month/ Year	Conts Single	Emp/ Sps	Emp/ Dep	Sml Fam	Lrg Fam	Total Subs	Total Membs	Premiums	Capitation & Clinic	Paid					Total Claims	Pharmacy & Supplies	Total Medical	PMPM	MLR
										Paid Inpatient	Outpatient	Total Facility	Professional	Other					
201810	40	7	7	11	-	65	121	41,757	7,790	-	245	245	4,551	32	4,828	741	13,359		
201811	41	7	6	11	-	65	120	41,396	9,300	-	19,433	19,433	2,460	2,340	24,233	698	34,230		
201812	42	7	5	11	-	65	119	41,303	7,309	7,354	2,731	10,086	3,962	1,110	15,158	857	23,324		
201901	42	8	5	13	-	68	129	43,910	6,516	-	1,252	1,252	831	(3)	2,080	220	8,816		
201902	42	8	5	13	-	68	129	43,691	5,580	695	1,023	1,718	2,126	1,666	5,510	(85)	11,005		
201903	42	8	5	14	-	69	131	45,129	7,054	28,826	220	29,046	12,631	199	41,876	580	49,510		
201904	43	8	6	14	-	71	138	46,236	7,835	-	12,372	12,372	1,520	(3)	13,889	613	22,336		
201905	43	8	6	14	-	71	138	46,236	10,172	-	1,893	1,893	4,014	2,818	8,724	586	19,482		
201906	43	8	6	14	-	71	138	46,236	9,279	-	1,529	1,529	3,395	131	5,055	1,049	15,383		
201907	43	8	6	13	-	70	134	45,141	8,609	-	1,403	1,403	2,017	(11)	3,409	603	12,621		
201908	40	8	7	13	-	68	131	44,632	5,585	5,294	2,700	7,993	2,718	1,685	12,396	1,389	19,370		
201909	40	8	7	13	-	68	131	44,397	4,316	-	4,674	4,674	4,629	1,556	10,860	1,102	16,277		
TOTALS	500	93	71	154	-	819	1,558	530,063	89,346	42,170	49,474	91,644	44,853	11,520	148,018	8,352	245,715	157.69	0.464

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Confidential Information Statement

Group 000075 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
201810	136	29	10	21	-	196	301	174,654	51,454	39,430	85,015	124,445	27,011	229	151,686	17,879	221,018		
201811	137	28	10	21	-	196	300	173,793	32,511	70,732	14,493	85,225	25,764	4,337	115,326	25,988	173,825		
201812	137	28	10	20	-	195	296	172,631	53,449	-	70,220	70,220	35,525	478	106,223	24,360	184,032		
201901	135	27	10	22	-	194	302	173,723	53,781	34,807	53,127	87,933	20,711	12,085	120,729	25,821	200,330		
201902	135	27	10	22	-	194	302	173,773	58,906	869	48,661	49,530	39,477	858	89,865	21,023	169,794		
201903	135	26	10	22	-	193	300	172,491	48,013	-	19,691	19,691	27,959	3,634	51,284	22,410	121,708		
201904	134	26	10	22	-	192	299	171,445	40,750	15,026	58,938	73,963	36,443	477	110,883	23,081	174,714		
201905	132	24	10	22	-	188	294	167,934	39,802	138,757	35,264	174,022	44,637	7,746	226,405	26,621	292,829		
201906	132	24	10	21	-	187	291	166,422	27,921	8,384	27,718	36,103	20,812	2,411	59,326	22,591	109,838		
201907	133	24	11	20	-	188	290	166,523	29,303	36,886	16,213	53,099	31,241	2,762	87,102	23,172	139,578		
201908	134	25	11	21	-	191	296	170,282	42,594	(50,350)	14,812	(35,538)	28,669	3,638	(3,231)	24,802	64,165		
201909	136	24	11	21	-	192	297	170,445	38,290	42,006	35,265	77,271	33,483	3,564	114,318	19,169	171,777		
TOTALS	1,615	312	123	255	-	2,305	3,568	2,054,116	516,776	336,547	479,417	815,964	371,733	42,218	1,229,915	276,917	2,023,607	567.20	0.985

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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
201810	293	45	26	56	-	420	682	332,961	80,088	39,428	89,981	129,409	43,575	2,711	175,696	24,807	280,590		
201811	298	44	25	56	-	423	683	333,486	52,629	88,968	33,639	122,607	42,349	8,515	173,471	33,618	259,718		
201812	303	44	24	55	-	427	681	334,514	72,752	8,224	87,847	96,070	56,815	4,355	157,240	32,238	262,231		
201901	301	45	25	55	-	426	685	333,754	73,768	60,860	69,321	130,181	32,881	18,001	181,063	34,105	288,936		
201902	305	45	25	55	-	430	689	335,877	79,341	8,432	55,458	63,890	50,557	2,617	117,064	30,427	226,831		
201903	315	43	25	56	-	439	696	340,474	69,304	59,299	28,718	88,017	52,071	4,575	144,663	28,844	242,812		
201904	316	42	26	56	-	440	702	340,373	64,190	47,565	73,201	120,766	47,420	524	168,710	32,162	265,062		
201905	313	40	26	55	-	434	692	335,048	84,052	154,062	38,242	192,303	57,515	11,604	261,422	36,698	382,172		
201906	313	42	26	54	-	435	694	335,380	49,752	15,252	36,836	52,088	34,980	3,522	90,589	31,213	171,554		
201907	313	42	27	53	-	435	693	335,234	52,891	52,143	35,814	87,957	46,598	3,045	137,601	36,589	227,081		
201908	312	42	27	53	-	434	689	335,793	66,770	(31,900)	27,441	(4,459)	42,300	6,101	43,941	31,882	142,594		
201909	314	41	29	53	-	437	697	338,184	54,102	52,092	47,385	99,477	50,778	5,414	155,669	29,702	239,473		
TOTALS	3,696	515	311	657	-	5,179	8,283	4,031,079	799,639	554,423	623,883	1,178,306	557,838	70,984	1,807,128	382,285	2,989,053	360.88	0.742

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Florida Health Care Plan, Inc.

Prescription Analysis - Quarterly

CITY OF PORT ORANGE

Enter start date: 10/01/17
Enter end date: 09/30/18
Member Months: 8,396

Highest Claim Prescriptions			
Order	Drug Name	Number of Scripts	Total Paid Claims
1	ENBREL	10	\$33,845.80
2	ZYDELIG	5	\$31,783.59
3	JARDIANCE	75	\$25,637.04
4	NOVOLOG	42	\$20,039.58
5	TANZEUM	36	\$17,289.99
6	HUMULIN	11	\$12,500.74
7	TRADJENTA	32	\$9,599.68
8	ELIQUIS	21	\$8,599.94
9	ADDERALL	40	\$7,293.43
10	LEVEMIR	16	\$6,660.15

Florida Health Care Plan, Inc.

Prescription Analysis - Quarterly

CITY OF PORT ORANGE

Enter start date: 10/01/18
 Enter end date: 09/30/19
 Member Months: 8,283

Highest Claim Prescriptions			
Order	Drug Name	Number of Scripts	Total Paid Claims
1	ZYDELIG	11	\$66,561.13
2	ENBREL	11	\$32,376.65
3	FARXIGA	66	\$28,840.71
4	HUMULIN	15	\$25,944.38
5	NOVOLOG	48	\$20,126.30
6	BYDUREON	34	\$16,607.08
7	TRESIBA	40	\$9,934.10
8	LEVEMIR	20	\$8,403.57
9	ELIQUIS	19	\$7,664.66
10	ONGLYZA	22	\$6,907.45

A Proposal of Employee Benefits Coverage and Service

City of Port Orange



Benefits Team

Jessica Scott

Vice President

Kim Rodgers
Account Manager

Brandon Savage
Risk Analyst

Brenda Thurston
Marketing Manager

Proposal Date: March 28, 2017

Effective Date: July 1, 2017

Brown & Brown

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Commitment to Our Clients

The Employee Benefits Division at Brown & Brown of Florida, Inc. is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the Brown & Brown of Florida, Inc. Account Executive, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.
- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs.

The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

Phone

(800) 877-2769

(386) 252-9601

Address

Brown & Brown of Florida, Inc.
220 South Ridgewood Avenue
Daytona Beach, FL 32114

Website

www.bbinsurance.com

NYSE Listed: BRO

Disclaimer Information

The analysis of the following plans is a summary. You must refer to the contract and plan description for a full list of coverages and exclusions. In some instances broader coverage may be available. The rates in this proposal are based upon the census provided and the effective date shown. The final rates for these plans may vary if the census changes or if a different effective date is chosen. Each carrier has underwriting requirements which may impact the rates or cause the plan proposed to be withdrawn. The rates shown are not guaranteed. Executive summaries are created by Brown & Brown of Florida, Inc. and neither the carrier nor Brown & Brown of Florida, Inc. will be held responsible for typographical or clerical errors. This proposal is provided for your internal use only. The contents are made strictly to the client. No further use or distribution is authorized without our prior written consent. In some instances a pre-existing condition clause may apply. It is imperative that we be informed of any employee or dependent who is hospitalized or otherwise disabled and not actively at work on the effective date of any new contract. Coverage may not be available for these individuals. All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverages.

Brown and Brown of Florida, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question. If coverage is moving to another carrier, please do not cancel your inforce coverage until advised by Brown and Brown of Florida, Inc. Most carriers require a minimum of 30 days written notice to cancel coverage. Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision and avoid duplicate coverage. The network directories provided may contain doctors and facilities that are no longer participating with the insurance carriers' networks. We cannot be responsible for any changes to the directories that are not reflected. For a current list, you may look on the Internet or call the toll-free number provided in each of the directories. Brown & Brown representatives may from time to time provide guidance regarding certain legal requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice for legal requirements.

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverage's, other parties, such as excess and surplus lines broker, wholesale brokers, reinsurance intermediaries, underwriting managers, and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc. may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars other insured that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by the insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Request:

Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.

CURRENT GUIDE TO BEST'S RATINGS

Best's Rating:

Represents an opinion based on a company's financial strength, operating performance and market profile

Secure Best's Ratings: A++ to B+ (Superior to Good)

Vulnerable Best's Ratings: B to D (Fair to Poor)

Outlooks:

Positive = indicates possible rating upgrade due to favorable financial/market trend relative to the current rating level.

Not Rated Companies:

NR = Companies that are not rated by A.M. Best

Rating Modifiers:

u = Under Review (change in financial condition)

pd = Public Data (Insurers do not subscribe to Best's rating process)

s = Syndicate (operating at Lloyds)

Financial Size Categories:

Reflects the company's size based on its capital surplus and conditional reserve funds in millions of U.S. dollars, using the scale below:

FSC I less than 1	less than 1 mill	FSC IX	250 to 500
FSC II 1 to 2	1 to 2	FSC X	500 to 750
FSC III 2 to 5	2 to 5	FSC XI	750 to 1,000
FSC IV 5 to 10	5 to 10	FSC XII	1,000 to 1,250
FSC V 10 to 25	10 to 25	FSC XIII	1,250 to 1,500
FSC VI 25 to 50	25 to 50	FSC XIV	1,500 to 2,000
FSC VII 50 to 100	50 to 100	FSC XV	greater than 2,000
FSC VIII 100 to 250	100 to 250	" -- "	<i>unknown / not rated</i>

A.M. BEST'S INSURANCE RATINGS & CARRIER WEBSITES

The insurance company providing coverage has the following A.M. Best Financial Rating:

A++ to D = Highest to Lowest Rating

XV to I = Largest to Smallest Rating

Not Rated Companies:

NR = Not rated by A.M. Best

Carrier Name	Best's Rating for Stability	FSC Rating for Assets/ Surplus	Web Address	Provider Directory
Advantica Insurance Company Inc.	NR	NR	www.advanticabenefits.com	Yes
Aetna Health Inc.	A	XV	www.aetna.com	Yes
Ameritas Life Ins. Corp.	A	XIV	www.ameritas.com	Yes
Blue Cross & Blue Shield of Florida	A+	XV	www.floridablue.com	Yes
CIGNA HealthCare of FL, Inc.	A	XV	www.cigna.com	Yes
Florida Combined Life Insurance Company	A	VIII	www.bcbsfl.com	N/A
Florida Health Care Plan Inc	A+	XV	www.fhcp.com	Yes
Guardian Life Ins Co of America	A++	XV	www.glic.com	Yes
Health First Health Plans (Florida Hospital Care Adv)	NR	NR	www.health-first.org	Yes
Humana Health Insurance of Florida, Inc	A-	XV	www.humana.com	Yes
Lincoln Financial Group	A+	XV	www.lfg.com	Yes
Metropolitan Life Insurance Company	A+	XV	www.metlife.com	Yes
Mutual of Omaha Insurance Company	A+	XV	www.mutualofomaha.com	Yes
Reliance Standard Life Insurance Company	A+	XII	www.reliancestandard.com	Yes
Standard Insurance Company	A	XIII	www.standard.com	N/A
Sun Life Assurance Company of CA (U.S.)	A-	XV	www.sunlife.com	Yes
United Healthcare Insurance Company	A	XV	www.uhc.com	Yes
UNUM Life Insurance Company of America	A	XV	www.unum.com	N/A
Vision Service Plan	A	XII	www.vsp.com	Yes

**Carrier Requirements
Large Group (50 +)**

Cigna

Submission deadline is 15th of month prior
Group questionnaire required
Minimum participation is 75% all eligibles

Florida Hospital Care Adv

Submission deadline is 20th of month prior
Group questionnaire required
Minimum participation is 70% all eligibles

Florida Healthcare

Current

Humana

Submission deadline is 15th of month prior
Group questionnaire required (over 100), Individual questionnaire (50 - 99)
Minimum participation is 75% all eligibles

United Healthcare

Submission deadline is 20th of month prior
Group questionnaire required
Minimum participation is 75% all eligibles

Please Note:

If you are moving your coverage to a new carrier, please do not cancel your inforce coverage until advised by Brown & Brown of Florida, Inc.. Most carriers require a minimum of 30 days written notice to cancel coverage (even if it is at the anniversary of the policy). Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision to avoid duplicate coverage.

These deadlines represent the final date most carrier's will accept for the selected effective date, however it does not guarantee that implementation will be completed and ID cards will be delivered by the effective date.

CITY OF PORT ORANGE - ALL FULL TIME EMPLOYEES

July 1, 2017 - June 30, 2018

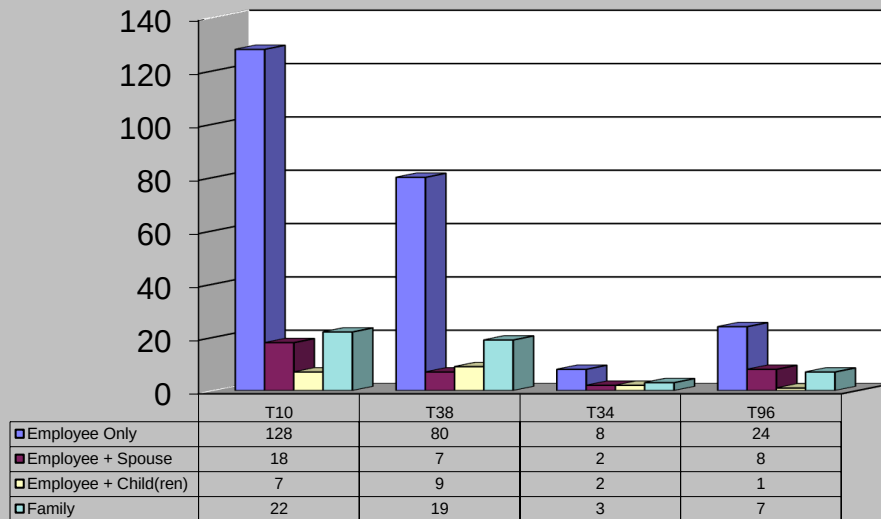
MEDICAL PARTICIPATION OVERVIEW

Enrollment Data	Current/Renewal	Current/Renewal	Current/Renewal	Current/Renewal	Total
	T10	T38	T34	T96	
Employee Only	128	80	8	24	240
Employee + Spouse	18	7	2	8	35
Employee + Child(ren)	7	9	2	1	19
Family	22	19	3	7	51
Total	175	115	15	40	345

Declining Medical (waivers only)	84
Participation	75.58%

(participation does not include employees with other coverage)

Active Employee Participation



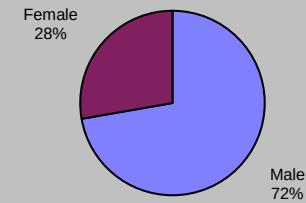
(Includes all eligible employees)

Male	Female
310	119

Average Age

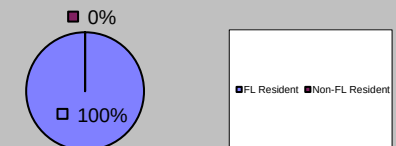
44

Active Male / Female Ratio



FL Resident	429
Non-FL Resident	0

Florida Resident vs. Non-Resident



CITY OF PORT ORANGE - RETIREES

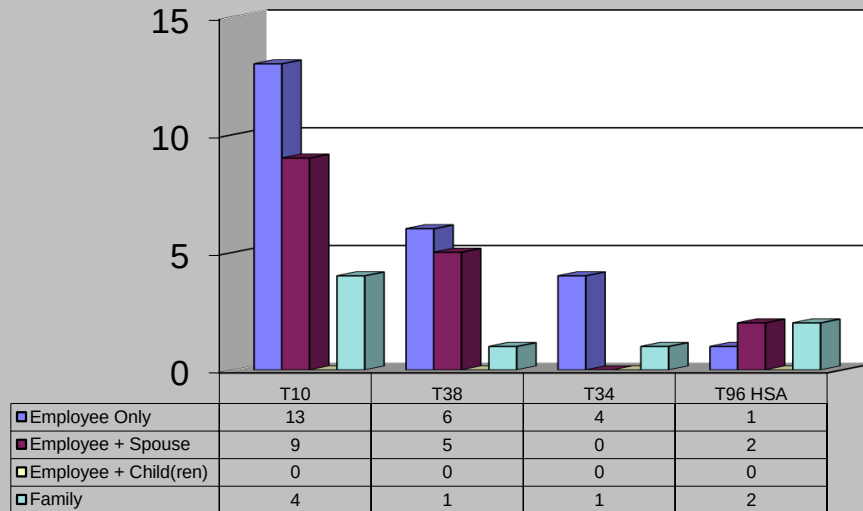
July 1, 2017 - June 30, 2018
MEDICAL PARTICIPATION OVERVIEW

Enrollment Data	Current/Renewal	Current/Renewal	Current/Renewal	Current/Renewal	Total
	T10	T38	T34	T96 HSA	
Employee Only	13	6	4	1	24
Employee + Spouse	9	5	0	2	16
Employee + Child(ren)	0	0	0	0	0
Family	4	1	1	2	8
Total	26	12	5	5	48

Declining Medical (waivers only)	23
Participation	67.61%

(participation does not include employees with other coverage)

Active Employee Participation

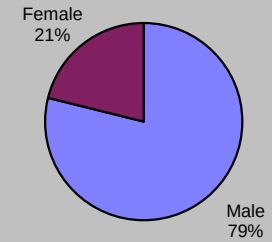


(Includes all eligible employees)

Male	Female
56	15

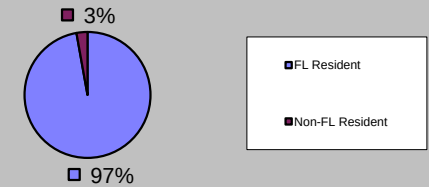
Average Age
61

Active Male / Female Ratio



FL Resident	69
Non-FL Resident	2

Florida Resident vs. Non-Resident



Marketing Summary

Medical

Aetna	Pending (Plan summaries)
Cigna	See proposal
Florida HealthCare	Current
Florida Hospital Care Adv	See proposal
Humana	See proposal
United HealthCare	See proposal

Current

Dental

Advantica	See proposal
Aetna	See proposal
Ameritas	See proposal
AXA	Pending
Florida Combined Life	Current
Cigna	See proposal
Delta Dental	Pending
Guardian	See proposal
Humana	See proposal
Lincoln	See proposal
MetLife	See proposal
Mutual of Omaha	See proposal
Principal	See proposal
Reliance Standard	See proposal
Standard	See proposal
SunLife	See proposal
United HealthCare	See proposal
UNUM	See proposal
VSP	N/A

Life

[illegible]

Vision

See proposal	
See proposal	
See proposal	
Pending	
N/A	
See proposal	
N/A	
DTQ (Claims)	
See proposal	
See proposal	
See proposal	
N/A	
See proposal	
See proposal	
N/A	
See proposal	
See proposal	
N/A	
Current	

Executive Summary of Medical & Prescription Drug Coverage
City of Port Orange
July 1, 2017 - June 30, 2018

Current Renewal Revised Renewal																
Vendor	Florida Healthcare					Florida Healthcare					Florida Healthcare					
Plan Name	T10					T38					T34					
Plan Type	HMO					HMO					POS					
Plan Details	Network					Network					Network					
	Single		Family			Single		Family			Single		Family			
Plan Deductible:	\$0		\$0			\$500		\$1,000			\$0		\$0			
Embedded Deductible:		N/A					Yes					N/A				
Calendar or Policy Year:		Calendar					Calendar					Calendar				
Coinsurance:		15%					20%					10%				
Maximum Out-of-Pocket:	\$3,000		\$6,000			\$4,000		\$8,000			\$3,000		\$6,000			
(Includes Deductible, Copay, Rx)		N/A, Yes, Yes					Yes, Yes, Yes					N/A, Yes, Yes				
Physician Services																
Office Visit:		\$20					\$25					\$20				
Specialist:		\$35					\$50					\$35				
Chiropractic:		\$15					\$25					\$15				
Hospital / Emergency Services																
Inpatient Hospital Per Admission:		\$200					Deductible + Coinsurance					\$250 / Day (Days 1 - 5)				
Emergency Room:		\$100					\$350					\$100				
Urgent Care:		\$60					\$100					\$60				
Outpatient Surgical Facility:		\$100					Deductible + Coinsurance					\$100				
Ambulatory Surgery Center:		\$100					Deductible + Coinsurance					\$100				
Diagnostic Services																
Lab, X-Ray & Diagnostics Outpatient:		\$0					\$0					\$0				
Advanced Imaging Services (MRI, MRA, PET, CT):		\$0					Deductible + Coinsurance					\$0				
Prescription Drug																
Deductible:		N/A					N/A					N/A				
Prescription Tier		\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)					\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)					\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)				
Mail Order Prescription (90 Day Supply):		\$6 / \$27 / \$87 / \$162 / N/A					\$6 / \$27 / \$87 / \$162 / N/A					\$6 / \$27 / \$87 / \$162 / N/A				
Non-Network Plan Details	Non-Network					Non-Network					Non-Network					
Plan Deductible:		N/A					N/A					\$2,000		\$4,000		
Coinsurance:		N/A					N/A					50%				
Maximum Out-of-Pocket:		N/A					N/A					\$6,000		\$12,000		
Per Occurrence Deductible (Inpatient/Outpatient):		N/A					N/A					N/A				
Plan Rates Current Enrollment		Current	Renewal	Revised		Current	Renewal	Revised		Current	Renewal	Revised		Current	Renewal	Revised
Employee:	143	\$658.21	\$736.54	\$697.70	91	\$540.60	\$606.18	\$573.04	13	\$662.81	\$743.06	\$702.58	24	\$444.68	\$497.71	\$471.56
Employee + Spouse:	25	\$1,162.40	\$1,300.72	\$1,232.14	11	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	8	\$785.31	\$878.95	\$832.78
Employee + Child(ren):	12	\$1,162.40	\$1,300.72	\$1,232.14	10	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	3	\$785.31	\$878.95	\$832.78
Family:	28	\$1,425.68	\$1,595.34	\$1,511.22	21	\$1,170.95	\$1,312.99	\$1,241.21	4	\$1,435.66	\$1,609.47	\$1,521.79	9	\$963.19	\$1,078.03	\$1,021.41
Estimated Monthly Premiums:	208	\$177,052	\$198,121	\$187,674	133	\$93,833	\$105,216	\$99,464	21	\$19,041	\$21,347	\$20,184	44	\$27,979	\$31,316	\$29,671
Estimated Annual Premiums:		\$2,124,622	\$2,377,457	\$2,252,093		\$1,126,002	\$1,262,593	\$1,193,566		\$228,495	\$256,160	\$242,205		\$335,753	\$375,789	\$356,049
Rate Change from Current (%):			11.9%	6.0%			12.1%	6.0%			12.1%	6.0%			11.9%	6.0%
		Current	Renewal	Revised												
Estimated Grand Total Annual Premiums:		\$3,814,873	\$4,271,999	\$4,043,913												
PEPY		\$9,396	\$10,522	\$9,960												
Rate Change from Current (%):			12.0%	6.0%												
Rate Change from Current (\$):			\$457,126	\$229,040												

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

T10 Alternates										
Vendor		Florida Healthcare			Florida Healthcare			Florida Healthcare		
Plan Name		T49			T45			T18		
Plan Type		HMO			HMO			HMO		
Plan Details		Network			Network			Network		
		Single		Family	Single		Family	Single		Family
Plan Deductible		\$0		\$0	\$0		\$0	\$250		\$750
Embedded Deductible:		N/A			N/A			Yes		
Calendar or Policy Year:		Calendar			Calendar			Calendar		
Coinsurance:		10%			15%			10%		
Maximum Out-of-Pocket:		\$4,000		\$8,000	\$5,000		\$10,000	\$4,000		\$8,000
(Includes Deductible, Copay, Rx)		N/A, Yes, Yes			N/A, Yes, Yes			Yes, Yes, Yes		
Physician Services										
Office Visit Copay:		\$20			\$20			\$20		
Specialist Copay:		\$35			\$35			\$35		
Chiropractic Copay:		Coinsurance			\$15			\$20		
Hospital / Emergency Services										
Inpatient Hospital Per Admission Copay:		Coinsurance			\$500 / Day (Days 1-5)			Deductible + Coinsurance		
Emergency Room Copay:		Coinsurance			\$100			\$100		
Urgent Care Copay:		Coinsurance			\$60			\$50		
Outpatient Surgical Facility Copay:		Coinsurance			\$200			Deductible + Coinsurance		
Ambulatory Surgery Center:		Coinsurance			\$200			Deductible + Coinsurance		
Diagnostic Services										
Lab, X-Ray & Diagnostics Outpatient:		\$0 (Lab), Coinsurance (X-Ray)			\$0			\$0 (Lab), \$35 (X-Ray)		
Advanced Imaging Services (MRI, MRA, PET, CT):		Coinsurance			\$0			\$75		
Prescription Drug										
Deductible:		N/A			N/A			N/A		
Prescription Tier		\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)		
Mail Order Prescription (90 Day Supply):		\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A		
Non-Network Plan Details		Non-Network			Non-Network			Non-Network		
Plan Deductible		N/A			N/A			N/A		
Coinsurance:		N/A			N/A			N/A		
Maximum Out-of-Pocket:		N/A			N/A			N/A		
Per Occurrence Deductible (Inpatient/Outpatient):		N/A			N/A			N/A		
Plan Rates Current Enrollment		Current		Alternate 1	Current		Alternate 2	Current		Alternate 3
Employee:	143	\$658.21		\$715.65	143	\$658.21		\$713.02	143	\$658.21
Employee + Spouse:	25	\$1,162.40		\$1,263.84	25	\$1,162.40		\$1,259.19	25	\$1,162.40
Employee + Child(ren):	12	\$1,162.40		\$1,263.84	12	\$1,162.40		\$1,259.19	12	\$1,162.40
Family:	28	\$1,425.68		\$1,550.10	28	\$1,425.68		\$1,544.40	28	\$1,425.68
Estimated Monthly Premiums:	208	\$177,052		\$192,503	208	\$177,052		\$191,795	208	\$177,052
Estimated Annual Premiums:		\$2,124,622		\$2,310,034		\$2,124,622		\$2,301,541		\$2,152,319
Rate Change from Current (%):		8.7%				8.3%				1.3%
Rate Change from Current (\$):		\$185,412				\$176,919				\$27,696

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

T38 Alternates										
Vendor		Florida Healthcare			Florida Healthcare			Florida Healthcare		
Plan Name		T44			T70			T64		
Plan Type		HMO			HMO			HMO		
Plan Details		Network			Network			Network		
		Single	Family		Single	Family		Single	Family	
Plan Deductible		\$1,000	\$2,000		\$1,500	\$4,500		\$2,000	\$4,000	
Embedded Deductible:		Yes			Yes			Yes		
Calendar or Policy Year:		Calendar			Calendar			Calendar		
Coinsurance:		20%			20%			30%		
Maximum Out-of-Pocket:		\$5,000	\$10,000		\$4,500	\$9,000		\$4,000	\$8,000	
(Includes Deductible, Copay, Rx)		Yes, Yes, Yes			Yes, Yes, Yes			Yes, Yes, Yes		
Physician Services										
Office Visit Copay:		\$30			\$30			\$20		
Specialist Copay:		\$50			\$55			\$35		
Chiropractic Copay:		\$15			\$30			Deductible + Coinsurance		
Hospital / Emergency Services										
Inpatient Hospital Per Admission Copay:		Deductible + Coinsurance			Deductible + Coinsurance			Deductible + Coinsurance		
Emergency Room Copay:		\$350			\$250			\$100		
Urgent Care Copay:		\$100			\$60			\$50		
Outpatient Surgical Facility Copay:		\$500			\$200			Deductible + Coinsurance		
Ambulatory Surgery Center:		\$300			\$200			Deductible + Coinsurance		
Diagnostic Services										
Lab, X-Ray & Diagnostics Outpatient:		\$0 (Lab), \$50 (X-Ray)			\$0 (Lab), \$50 (X-Ray)			\$0		
Advanced Imaging Services (MRI, MRA, PET, CT):		\$250			\$200			Deductible + Coinsurance		
Prescription Drug										
Deductible:		N/A			N/A			N/A		
Prescription Tier		\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)		
Mail Order Prescription (90 Day Supply):		\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A		
Non-Network Plan Details		Non-Network			Non-Network			Non-Network		
Plan Deductible		N/A			N/A			N/A		
Coinsurance:		N/A			N/A			N/A		
Maximum Out-of-Pocket:		N/A			N/A			N/A		
Per Occurrence Deductible (Inpatient/Outpatient):		N/A			N/A			N/A		
Plan Rates Current Enrollment		Current	Alternate 1		Current	Alternate 2		Current	Alternate 3	
Employee:	91	\$540.60	\$596.04	91	\$540.60	\$574.65	91	\$540.60	\$565.83	
Employee + Spouse:	11	\$954.71	\$1,052.60	11	\$954.71	\$1,014.83	11	\$954.71	\$999.26	
Employee + Child(ren):	10	\$954.71	\$1,052.60	10	\$954.71	\$1,014.83	10	\$954.71	\$999.26	
Family:	21	\$1,170.95	\$1,291.02	21	\$1,170.95	\$1,244.69	21	\$1,170.95	\$1,225.59	
Estimated Monthly Premiums:	133	\$93,833	\$103,456	133	\$93,833	\$99,743	133	\$93,833	\$98,212	
Estimated Annual Premiums:		\$1,126,002	\$1,241,468		\$1,126,002	\$1,196,917		\$1,126,002	\$1,178,549	
Rate Change from Current (%):			10.3%			6.3%			4.7%	
Rate Change from Current (\$):			\$115,466			\$70,915			\$52,547	

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

T34 Alternates						
Vendor	Florida Healthcare			Florida Healthcare		
Plan Name	T36			T37		
Plan Type	POS			POS		
Plan Details	Network			Network		
	Single	Family		Single	Family	
Plan Deductible	\$500	\$1,500		\$1,000	\$2,000	
Embedded Deductible:	Yes			Yes		
Calendar or Policy Year:	Calendar			Calendar		
Coinsurance:	10%			10%		
Maximum Out-of-Pocket:	\$3,000	\$6,000		\$4,000	\$8,000	
(Includes Deductible, Copay, Rx)	Yes, Yes, Yes			Yes, Yes, Yes		
Physician Services						
Office Visit Copay:	\$20			\$20		
Specialist Copay:	\$35			\$35		
Chiropractic Copay:	Deductible + Coinsurance			Deductible + Coinsurance		
Hospital / Emergency Services						
Inpatient Hospital Per Admission Copay:	Deductible + Coinsurance			Deductible + Coinsurance		
Emergency Room Copay:	\$100			Deductible + Coinsurance		
Urgent Care Copay:	\$50			Deductible + Coinsurance		
Outpatient Surgical Facility Copay:	Deductible + Coinsurance			Deductible + Coinsurance		
Ambulatory Surgery Center:	Deductible + Coinsurance			Deductible + Coinsurance		
Diagnostic Services						
Lab, X-Ray & Diagnostics Outpatient:	\$0			\$0		
Advanced Imaging Services (MRI, MRA, PET, CT):	\$150			Deductible + Coinsurance		
Prescription Drug						
Deductible:	N/A			N/A		
Prescription Tier	\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)		
Mail Order Prescription (90 Day Supply):	\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A		
Non-Network Plan Details	Non-Network			Non-Network		
Plan Deductible	\$1,500	\$3,000		\$2,000	\$4,000	
Coinsurance:	30%			30%		
Maximum Out-of-Pocket:	\$4,000	\$8,000		\$4,000	\$8,000	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A		
Plan Rates Current Enrollment						
		Current	Alternate 1		Current	Alternate 2
Employee:	13	\$662.81	\$700.02	13	\$662.81	\$625.98
Employee + Spouse:	2	\$1,170.53	\$1,236.24	2	\$1,170.53	\$1,105.49
Employee + Child(ren):	2	\$1,170.53	\$1,236.24	2	\$1,170.53	\$1,105.49
Family:	4	\$1,435.66	\$1,516.25	4	\$1,435.66	\$1,355.88
Estimated Monthly Premiums:	21	\$19,041	\$20,110	21	\$19,041	\$17,983
Estimated Annual Premiums:		\$228,495	\$241,323		\$228,495	\$215,799
Rate Change from Current (%):			5.6%			-5.6%
Rate Change from Current (\$):			\$12,827			-\$12,697

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

		T96 Alternate	
Vendor		Florida Healthcare	
Plan Name		T94	
Plan Type		POS HDHP-HSA	
Plan Details		Network	
		Single	Family
Plan Deductible		\$1,600	\$3,200
Embedded Deductible:		No	
Calendar or Policy Year:		Calendar	
Coinsurance:		20%	
Maximum Out-of-Pocket:		\$3,200	\$6,400
(Includes Deductible, Copay, Rx)		Yes, N/A, Yes	
Physician Services			
Office Visit Copay:		Deductible + Coinsurance	
Specialist Copay:		Deductible + Coinsurance	
Chiropractic Copay:		Deductible + Coinsurance	
Hospital / Emergency Services			
Inpatient Hospital Per Admission Copay:		Deductible + Coinsurance	
Emergency Room Copay:		Deductible + Coinsurance	
Urgent Care Copay:		Deductible + Coinsurance	
Outpatient Surgical Facility Copay:		Deductible + Coinsurance	
Ambulatory Surgery Center:		Deductible + Coinsurance	
Diagnostic Services			
Lab, X-Ray & Diagnostics Outpatient:		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):		Deductible + Coinsurance	
Prescription Drug			
Deductible:		Calendar Year Deductible	
Prescription Tier		\$3 / \$10 / \$30 / \$55 / \$125	
		(Walgreens - \$15 / \$35 / \$60 / N/A)	
Mail Order Prescription (90 Day Supply):		\$6 / \$27 / \$87 / \$162 / N/A	
Non-Network Plan Details		Non-Network	
Plan Deductible		\$3,000	\$6,000
Coinsurance:		40%	
Maximum Out-of-Pocket:		\$6,000	\$12,000
Per Occurrence Deductible (Inpatient/Outpatient):		N/A	
Plan Rates Current Enrollment		Current	Alternate 1
Employee:	24	\$444.68	\$495.40
Employee + Spouse:	8	\$785.31	\$874.88
Employee + Child(ren):	3	\$785.31	\$874.88
Family:	9	\$963.19	\$1,073.04
Estimated Monthly Premiums:	44	\$27,979	\$31,171
Estimated Annual Premiums:		\$335,753	\$374,048
Rate Change from Current (%):			11.4%
Rate Change from Current (\$):			\$38,294

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Option 1									
Vendor	Cigna			Cigna			Cigna		
Plan Name	Classic T10			Balance T38			Classic T34		
Plan Type	HMO			HMO			POS		
Plan Details	Network			Network			Network		
	Single	Family		Single	Family		Single	Family	
Plan Deductible	\$0	\$0		\$500	\$1,000		\$0	\$0	
Embedded Deductible:	N/A			Yes			N/A		
Calendar or Policy Year:	Calendar			Calendar			Calendar		
Coinsurance:	15%			20%			10%		
Maximum Out-of-Pocket:	\$3,000	\$6,000		\$4,000	\$8,000		\$3,000	\$6,000	
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		
Physician Services									
Office Visit:	\$20			\$25			\$20		
Specialist:	\$35			\$50			\$35		
Chiropractic:	\$20			\$25			\$20		
Hospital / Emergency Services									
Inpatient Hospital Per Admission:	\$200			Deductible + Coinsurance			\$250 / Day		
Emergency Room:	\$100			\$350			\$100		
Urgent Care:	\$60			\$100			\$60		
Outpatient Surgical Facility:	\$100			Deductible + Coinsurance			\$100		
Ambulatory Surgery Center:	\$100			Deductible + Coinsurance			\$100		
Diagnostic Services									
Lab, X-Ray & Diagnostics Outpatient:	\$0			\$0			\$0		
Advanced Imaging Services (MRI, MRA, PET, CT):	\$0			\$0			\$0		
Prescription Drug									
Deductible:	N/A			N/A			Calendar Year Deductible		
Prescription Tier	\$15 / \$35 / \$60 / \$100			\$15 / \$35 / \$60 / \$100			\$15 / \$35 / \$60 / \$100		
Mail Order Prescription (90 Day Supply):	2x's Copay			2x's Copay			2x's Copay		
Non-Network Plan Details	Non-Network			Non-Network			Non-Network		
Plan Deductible	N/A			N/A			\$500	\$1,000	\$2,600
Coinsurance:	N/A			N/A			50%		40%
Maximum Out-of-Pocket:	N/A			N/A			\$6,000	\$12,000	\$10,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A
Plan Rates Current Enrollment	Option 1								
Employee:	143	\$729.36	91	\$674.02	13	\$740.38	24	\$600.90	
Employee + Spouse:	25	\$1,290.36	11	\$1,192.42	2	\$1,309.87	8	\$1,063.01	
Employee + Child(ren):	12	\$1,290.36	10	\$1,192.42	2	\$1,309.87	3	\$1,063.01	
Family:	28	\$1,581.80	21	\$1,461.72	4	\$1,605.70	9	\$1,303.05	
Estimated Monthly Premiums:	208	\$196,332	133	\$117,073	21	\$21,287	44	\$37,842	
Estimated Annual Premiums:		\$2,355,986		\$1,404,873		\$255,447		\$454,106	

Option 1

*If your policy year claims run favorably, you can receive 50% of that savings as a dividend

Estimated Grand Total Annual Premiums:	\$4,470,412
PEPY	\$11,011
Rate Change from Current (%):	17.2%
Rate Change from Current (\$):	\$655,539

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Option 1												
Vendor	Florida Hospital Care Advantage			Florida Hospital Care Advantage			Florida Hospital Care Advantage			Florida Hospital Care Advantage		
Plan Name	CS T10			CS T38			2000 CS T34			CS T96		
Plan Type	HMO			HMO			POS			POS HDHP		
Plan Details	Network			Network			Network			Network		
	Single	Family		Single	Family		Single	Family		Single	Family	
Plan Deductible	\$0	\$0		\$500	\$1,000		\$0	\$0		\$1,300	\$2,600	
Embedded Deductible:	N/A			Yes			N/A			No		
Calendar or Policy Year:	Calendar			Calendar			Calendar			Calendar		
Coinsurance:	15%			20%			10%			20%		
Maximum Out-of-Pocket:	\$3,000	\$6,000		\$4,000	\$8,000		\$3,000	\$6,000		\$5,000	\$5,000	
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes			Yes, N/A, Yes		
Physician Services												
Office Visit:	\$20			\$20			\$20			Deductible + Coinsurance		
Specialist:	\$35			\$50			\$35			Deductible + Coinsurance		
Chiropractic:	\$15			\$25			\$15			Deductible + Coinsurance		
Hospital / Emergency Services												
Inpatient Hospital Per Admission:	\$200			Deductible + Coinsurance			\$250 / Day (Days 1-5)			Deductible + Coinsurance		
Emergency Room:	\$100			\$350			\$100			Deductible + Coinsurance		
Urgent Care:	\$60			\$100			\$60			Deductible + Coinsurance		
Outpatient Surgical Facility:	\$100			Deductible + Coinsurance			\$100			Deductible + Coinsurance		
Ambulatory Surgery Center:	\$100			Deductible + Coinsurance			\$100			Deductible + Coinsurance		
Diagnostic Services												
Lab, X-Ray & Diagnostics Outpatient:	\$0			\$0			\$0			Deductible + Coinsurance		
Advanced Imaging Services (MRI, MRA, PET, CT):	\$0			Deductible + Coinsurance			\$0			Deductible + Coinsurance		
Prescription Drug												
Deductible:	N/A			N/A			N/A			Calendar Year Deductible		
Prescription Tier	\$3 / \$10 / \$30 / \$55 / \$125			\$3 / \$10 / \$30 / \$55 / \$125			\$3 / \$10 / \$30 / \$55 / \$125			\$3 / \$10 / \$30 / \$55 / \$125		
Mail Order Prescription (90 Day Supply):	\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A			\$6 / \$27 / \$87 / \$162 / N/A		
Non-Network Plan Details	Non-Network			Non-Network			Non-Network			Non-Network		
Plan Deductible	N/A			N/A			\$2,000 \$4,000			\$2,600 \$5,200		
Coinsurance:	N/A			N/A			50%			40%		
Maximum Out-of-Pocket:	N/A			N/A			\$6,000 \$12,000			\$10,000 \$10,000		
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A			N/A		
Plan Rates Current Enrollment	Option 1											
Employee:	143	\$688.42	91	\$565.41	13	\$693.23	24	\$465.09				
Employee + Spouse:	25	\$1,215.75	11	\$998.53	2	\$1,224.26	8	\$821.36				
Employee + Child(ren):	12	\$1,215.75	10	\$998.53	2	\$1,224.26	3	\$821.36				
Family:	28	\$1,491.12	21	\$1,224.70	4	\$1,501.56	9	\$1,007.40				
Estimated Monthly Premiums:	208	\$185,178	133	\$98,140	21	\$19,915	44	\$29,264				
Estimated Annual Premiums:	\$2,222,138			\$1,177,682			\$238,983			\$351,165		
Rate Change from Current (%):												
	Option 1											
Estimated Grand Total Annual Premiums:	\$3,989,968											
PEPY	\$9,828											
Rate Change from Current (%):	4.6%											
Rate Change from Current (\$):	\$175,095											
										*Members enrolled in the POS plan have access to Halifax Health providers and facilities through the Multiplan Complimentary Network		

*Members enrolled in the POS plan have access to Halifax Health providers and facilities through the Multiplan Complimentary Network

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Option 1									
Vendor	Humana			Humana			Humana		
Plan Name	Plan 2 (T10)			Plan 1 (T38)			Plan 3 (T34)		
Plan Type	OA HMO			OA HMO			NPOS		
Plan Details	Network			Network			Network		
	Single	Family		Single	Family		Single	Family	
Plan Deductible	\$0	\$0		\$500	\$1,000		\$0	\$0	
Embedded Deductible:	N/A			Yes			N/A		
Calendar or Policy Year:	Calendar			Calendar			Calendar		
Coinsurance:	0%			20%			0%		
Maximum Out-of-Pocket:	\$3,000	\$6,000		\$4,000	\$8,000		\$3,000	\$6,000	
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		
Physician Services									
Office Visit:	\$20			\$25			\$20		
Specialist:	\$35			\$50			\$35		
Chiropractic:	\$35			\$50			\$35		
Hospital / Emergency Services									
Inpatient Hospital Per Admission:	\$200			Deductible + Coinsurance			\$250 / Day (Days 1-5)		
Emergency Room:	\$100			\$350			\$100		
Urgent Care:	\$60			\$100			\$60		
Outpatient Surgical Facility:	Deductible + Coinsurance			Deductible + Coinsurance			Deductible + Coinsurance		
Ambulatory Surgery Center:	Deductible + Coinsurance			Deductible + Coinsurance			Deductible + Coinsurance		
Diagnostic Services									
Lab, X-Ray & Diagnostics Outpatient:	\$0			\$0			\$0		
Advanced Imaging Services (MRI, MRA, PET, CT):	Deductible + Coinsurance			Deductible + Coinsurance			Deductible + Coinsurance		
Prescription Drug									
Deductible:	N/A			N/A			N/A		
Prescription Tier	\$10 / \$30 / \$50 / \$125			\$10 / \$35 / \$55 / \$125			\$10 / \$30 / \$50 / 25%		
Mail Order Prescription (90 Day Supply):	2.5x's Copay			2.5x's Copay			2.5x's Copay		
Non-Network Plan Details	Non-Network			Non-Network			Non-Network		
Plan Deductible	N/A			N/A			\$3,000		
Coinsurance:	N/A			N/A			30%		
Maximum Out-of-Pocket:	N/A			N/A			\$6,000		
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		
Plan Rates Current Enrollment	Option 1								
Employee:	143	\$567.12	91	\$521.56	13	\$606.88	24	\$454.53	
Employee + Spouse:	25	\$1,134.23	11	\$1,043.13	2	\$1,213.77	8	\$909.07	
Employee + Child(ren):	12	\$1,077.52	10	\$990.97	2	\$1,153.08	3	\$863.62	
Family:	28	\$1,814.77	21	\$1,669.01	4	\$1,942.03	9	\$1,454.51	
Estimated Monthly Premiums:	208	\$173,198	133	\$103,895	21	\$20,391	44	\$33,863	
Estimated Annual Premiums:	\$2,078,373			\$1,246,744			\$244,695		
Rate Change from Current (%):									
	Option 1								
Estimated Grand Total Annual Premiums:	\$3,976,164								
PEPY	\$9,794								
Rate Change from Current (%):	4.2%								
Rate Change from Current (\$):	\$161,291								

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Option 1									
Vendor	United Healthcare			United Healthcare			United Healthcare		
Plan Name	Legacy AQML-M RX-158			Legacy AQN7-M RX-158			Legacy AQMP-M RX-158		
Plan Type	HMO			HMO			POS		
Plan Details	Network			Network			Network		
	Single	Family		Single	Family		Single	Family	
Plan Deductible	\$0	\$0		\$500	\$1,000		\$0	\$0	
Embedded Deductible:	N/A			Yes			N/A		
Calendar or Policy Year:	Calendar			Calendar			Calendar		
Coinsurance:	0%			20%			0%		
Maximum Out-of-Pocket:	\$3,000	\$6,000		\$4,000	\$8,000		\$3,000	\$6,000	
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes			Yes, Yes, Yes			N/A, Yes, Yes		
Physician Services									
Office Visit:	\$20			\$25			\$20		
Specialist:	\$35			\$50			\$35		Deductible + Coinsurance
Chiropractic:	\$20			\$25			\$20		Deductible + Coinsurance
Hospital / Emergency Services									
Inpatient Hospital Per Admission:	\$200			Deductible + Coinsurance			\$250 / Day (Days 1-5)		Deductible + Coinsurance
Emergency Room:	\$100			\$350			\$100		Deductible + Coinsurance
Urgent Care:	\$60			\$100			\$60		Deductible + Coinsurance
Outpatient Surgical Facility:	\$100			Deductible + Coinsurance			\$100		Deductible + Coinsurance
Ambulatory Surgery Center:	\$100			Deductible + Coinsurance			\$100		Deductible + Coinsurance
Diagnostic Services									
Lab, X-Ray & Diagnostics Outpatient:	\$0			\$0			\$0		Deductible + Coinsurance
Advanced Imaging Services (MRI, MRA, PET, CT):	\$0			Deductible + Coinsurance			\$0		Deductible + Coinsurance
Prescription Drug									
Deductible:	N/A			N/A			N/A		Calendar Year Deductible
Prescription Tier	\$10 / \$35 / \$50			\$10 / \$35 / \$50			\$10 / \$35 / \$50		\$10 / \$35 / \$60
Mail Order Prescription (90 Day Supply):	2x's Copay			2x's Copay			2x's Copay		2.5x's Copay
Non-Network Plan Details	Non-Network			Non-Network			Non-Network		
Plan Deductible	N/A			N/A			\$2,000	\$4,000	\$2,600
Coinsurance:	N/A			N/A			50%		40%
Maximum Out-of-Pocket:	N/A			N/A			\$6,000	\$12,000	\$10,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A			N/A			N/A		N/A
Plan Rates Current Enrollment	Option 1								
Employee:	143	\$686.02	91	\$573.83	13	\$708.55	24	\$481.81	
Employee + Spouse:	25	\$1,211.52	11	\$1,013.39	2	\$1,251.31	8	\$850.89	
Employee + Child(ren):	12	\$1,211.52	10	\$1,013.39	2	\$1,251.31	3	\$850.89	
Family:	28	\$1,485.93	21	\$1,242.93	4	\$1,534.73	9	\$1,043.61	
Estimated Monthly Premiums:	208	\$184,533	133	\$99,601	21	\$20,355	44	\$30,316	
Estimated Annual Premiums:		\$2,214,398		\$1,195,215		\$244,264		\$363,789	
Rate Change from Current (%):									
		Option 1			*Performance Rewards - If the experience shows a positive balance versus the predetermined target, 50% of the premium balance is credited, up to 8% of the actual premium cost				
Estimated Grand Total Annual Premiums:		\$4,017,665			*Medical rates will receive a 1.5% discount If packaged with dental & vision				
PEPY		\$9,896							
Rate Change from Current (%):		5.3%							
Rate Change from Current (\$):		\$202,792							

*Performance Rewards - If the experience shows a positive balance versus the predetermined target, 50% of the premium balance is credited, up to 8% of the actual premium cost

*Medical rates will receive a 1.5% discount If packaged with dental & vision

Rates subject to final enrollment and underwriting

Executive Summary of Dental Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal	
Vendor	Florida Combined Life	
Network:	Florida Combined Life	
Plan Name:	PPO	
	Network	
	Single	Family
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 100% 50% 50%	
Deductible (Family Maximum):	\$25	\$75
Deductible Waived for Preventive:	Yes	
Calendar Year Maximum:	\$2,500	
Orthodontic Lifetime Maximum:	\$1,000	
Included Adult Ortho:	Yes	
Dental Services	Benefit Level	Frequency
Routine Exam & Cleaning:	Preventive	2 per year
Fluoride Treatment:	Preventive	2 per year, under 14
X-Ray (Bitewings):	Preventive	1 per year
X-Ray (Full Mouth):	Preventive	1 per 3 years
Sealants:	Preventive	under 17
Fillings:	Basic	1 per tooth per year
Oral Surgery (Simple):	Basic	
Oral Surgery (Complex):	Basic	
Root Canal Therapy:	Basic	
Periodontal Scaling:	Basic	1 per quadrant per 2 years
Periodontal Surgery:	Major	1 per quadrant per 3 years
Crowns:	Major	1 per tooth per 5 years
Bridges:	Major	1 per 5 years
Dentures:	Major	1 per 5 years
Implants:	Major	1 per tooth per 5 years
Non-Network Details	Non-Network	
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 90% 50% 50%	
Deductible (Family Maximum):	\$25	\$75
Deductible Waived for Preventive:	Yes	
Calendar Year Maximum:	\$1,500	
Percent of UCR:	90th	
Waiting Periods:	None	
Late Entrant Penalties:	Not permitted	
Allows Annual Open Enrollment:	Yes	
Included Rollover:	No	
Employer Contribution:	100%	
Participation Requirement:	82%	
Rate Guarantee:	1 Year (07/01/2017 - 06/30/2018)	
Plan Rates Current Enrollment	Current	Renewal
Employee:	246	\$34.41
Family:	161	\$93.39
Total:	407	
Estimated Monthly Premiums:	\$23,501	\$23,501
Estimated Annual Premiums:	\$282,008	\$282,008
PEPY	\$693	\$693
Rate Change from Current (%):	0.0%	0.0%
Rate Change from Current (\$):		\$0

Notes:

	Option 1	
	Standard	
	Ameritas	
	PPO	
	Network	
	Single	Family
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 100% 50% 50%	
Deductible (Family Maximum):	\$25	\$75
Deductible Waived for Preventive:	Yes	
Calendar Year Maximum:	\$2,500	
Orthodontic Lifetime Maximum:	\$1,000	
Included Adult Ortho:	Yes	
Dental Services	Benefit Level	Frequency
Routine Exam & Cleaning:	Preventive	2 per year
Fluoride Treatment:	Preventive	2 per year, under 14
X-Ray (Bitewings):	Preventive	1 per year
X-Ray (Full Mouth):	Preventive	1 per 3 years
Sealants:	Preventive	under 17
Fillings:	Basic	
Oral Surgery (Simple):	Basic	
Oral Surgery (Complex):	Basic	
Root Canal Therapy:	Basic	
Periodontal Scaling:	Basic	
Periodontal Surgery:	Major	
Crowns:	Major	1 per tooth per 5 years
Bridges:	Major	1 per 5 years
Dentures:	Major	1 per 5 years
Implants:	Major	
Non-Network Details	Non-Network	
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 90% 50% 50%	
Deductible (Family Maximum):	\$25	\$75
Deductible Waived for Preventive:	Yes	
Calendar Year Maximum:	\$1,500	
Percent of UCR:	90th	
Waiting Periods:	None	
Late Entrant Penalties:	12 months all except exams, cleanings & fluoride	
Allows Annual Open Enrollment:	No	
Included Rollover:	No	
Employer Contribution:	100%	
Participation Requirement:	100%	
Rate Guarantee:	1 Year (07/01/2017 - 06/30/2018)	
Plan Rates Current Enrollment	Option 1	
Employee:	\$30.54	
Family:	\$82.86	
Total:		
Estimated Monthly Premiums:	\$20,853	
Estimated Annual Premiums:	\$250,240	
PEPY	\$615	
Rate Change from Current (%):	-11.3%	
Rate Change from Current (\$):	-\$31,768	

*Dental must be sold with life

	Option 2	
	Cigna	
	Cigna	
	DPPO	
	Network	
	Single	Family
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 100% 50% 50% (Advantage)	
Deductible (Family Maximum):	\$25	\$75
Deductible Waived for Preventive:	Yes	
Calendar Year Maximum:	\$2,500 (Advantage) \$1,500	
Orthodontic Lifetime Maximum:	\$1,000	
Included Adult Ortho:	Yes	
Dental Services	Benefit Level	Frequency
Routine Exam & Cleaning:	Preventive	2 per year
Fluoride Treatment:	Preventive	1 per year, under 19
X-Ray (Bitewings):	Preventive	2 per year
X-Ray (Full Mouth):	Preventive	1 per 3 years
Sealants:	Preventive	1 per molar per 3 years, under 14
Fillings:	Basic	
Oral Surgery (Simple):	Basic	
Oral Surgery (Complex):	Basic	
Root Canal Therapy:	Basic	
Periodontal Scaling:	Basic	
Periodontal Surgery:	Major	1 per tooth per 5 years
Crowns:	Major	1 per 5 years
Bridges:	Major	1 per 5 years
Dentures:	Major	1 per 5 years
Implants:	Major	
Non-Network Details	Non-Network	
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 90% 50% 50%	
Deductible (Family Maximum):	\$25	\$75
Deductible Waived for Preventive:	Yes	
Calendar Year Maximum:	\$1,500	
Percent of UCR:	90th	
Waiting Periods:	None	
Late Entrant Penalties:	12 months 50% coverage Major & Ortho	
Allows Annual Open Enrollment:	Yes	
Included Rollover:	No	
Employer Contribution:	100%	
Participation Requirement:	82%	
Rate Guarantee:	2 Years (07/01/2017 - 06/30/2019)	
Plan Rates Current Enrollment	Option 2	
Employee:	\$30.87	
Family:	\$83.76	
Total:		
Estimated Monthly Premiums:	\$21,079	
Estimated Annual Premiums:	\$252,953	
PEPY	\$622	
Rate Change from Current (%):	-10.3%	
Rate Change from Current (\$):	-\$29,055	

*Dental must be sold with life

*Advantage dentists offer the greatest discounts. Provider directory notes Advantage dentists

Executive Summary of Dental Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal					Option 3					Option 4				
Vendor	Florida Combined Life					Aetna					Reliance Standard				
Network:	Florida Combined Life					Aetna PPO II					Ameritas				
Plan Name:	PPO					Active PPO					PPO				
	Network					Network					Network				
Plan Details	Single				Family	Single				Family	Single				Family
Coinsurance Percentage (Preventive Basic Major Ortho):	100%	100%	50%	50%		100%	100%	50%	50%		100%	100%	50%	50%	
Deductible (Family Maximum):	\$25				\$75	\$25				\$75	\$25				\$75
Deductible Waived for Preventive:		Yes					Yes					Yes			
Calendar Year Maximum:		\$2,500					\$2,500					\$2,500			
Orthodontic Lifetime Maximum:		\$1,000					\$1,000					\$1,000			
Included Adult Ortho:		Yes					Yes					Yes			
Dental Services	Benefit Level		Frequency			Benefit Level		Frequency			Benefit Level		Frequency		
Routine Exam & Cleaning:	Preventive		2 per year			Preventive		2 per year			Preventive		2 per year		
Fluoride Treatment:	Preventive		2 per year, under 14			Preventive		1 per year, under 19			Preventive		2 per year, under 19		
X-Ray (Bitewings):	Preventive		1 per year			Preventive		1 per year			Preventive		1 per year		
X-Ray (Full Mouth):	Preventive		1 per 3 years			Preventive		1 per 3 years			Preventive		1 per 3 years		
Sealants:	Preventive		under 17			Preventive		1 per molar per 3 years, under 16			Preventive		under 17		
Fillings:	Basic		1 per tooth per year			Basic					Basic				
Oral Surgery (Simple):	Basic					Basic					Basic				
Oral Surgery (Complex):	Basic					Basic					Basic				
Root Canal Therapy:	Basic					Basic					Basic				
Periodontal Scaling:	Basic		1 per quadrant per 2 years			Basic		1 per quadrant per 2 years			Basic		1 per quadrant per 2 years		
Periodontal Surgery:	Major		1 per quadrant per 3 years			Major		1 per quadrant per 3 years			Major		1 per quadrant per 3 years		
Crowns:	Major		1 per tooth per 5 years			Major		1 per tooth per 5 years			Major		1 per tooth per 5 years		
Bridges:	Major		1 per 5 years			Major		1 per 5 years			Major		1 per 5 years		
Dentures:	Major		1 per 5 years			Major		1 per 5 years			Major		1 per 5 years		
Implants:	Major		1 per tooth per 5 years			Major					Major		1 per tooth per 5 years		
Non-Network Details	Non-Network					Non-Network					Non-Network				
Coinsurance Percentage (Preventive Basic Major Ortho):	100%	90%	50%	50%		100%	90%	50%	50%		100%	90%	50%	50%	
Deductible (Family Maximum):	\$25				\$75	\$25				\$75	\$25				\$75
Deductible Waived for Preventive:		Yes					Yes					Yes			
Calendar Year Maximum:		\$1,500					\$1,500					\$1,500			
Percent of UCR:		90th					90th					90th			
Waiting Periods:	None					None					None				
Late Entrant Penalties:	Not permitted					12 months Basic, Major & Ortho					12 months all except exams, cleanings & flouride				
Allows Annual Open Enrollment:	Yes					No					Yes				
Included Rollover:	No					No					No				
Employer Contribution:	100%					100%					0%				
Participation Requirement:	82%					82%					60%				
Rate Guarantee:	1 Year (07/01/2017 - 06/30/2018)					1 Year (07/01/2017 - 06/30/2018)					2 Years (07/01/2017 - 06/30/2019)				
Plan Rates Current Enrollment	Current		Renewal			Option 3					Option 4				
Employee:	246	\$34.41	\$34.41			\$30.86					\$30.88				
Family:	161	\$93.39	\$93.39			\$83.73					\$83.76				
Total:	407														
Estimated Monthly Premiums:	\$23,501					\$21,072					\$21,082				
Estimated Annual Premiums:	\$282,008					\$252,865					\$252,982				
PEPY	\$693					\$621					\$622				
Rate Change from Current (%):			0.0%			-10.3%					-10.3%				
Rate Change from Current (\$):			\$0			-\$29,143					-\$29,026				

Notes:

Executive Summary of Dental Coverage

City of Port Orange
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	Current Renewal					Option 5					Option 6				
Vendor	Florida Combined Life					MetLife					Advantica				
Network:	Florida Combined Life					MetLife					Advantica Plus DenteMax				
Plan Name:	PPO					PPO					PPO				
Plan Details	Network					Network					Network				
Coinsurance Percentage (Preventive Basic Major Ortho):	Single	100%	100%	50%	50%	Single	100%	100%	50%	50%	Single	100%	100%	50%	50%
Deductible (Family Maximum):	\$25				\$75	\$25				\$75	\$25				\$75
Deductible Waived for Preventive:		Yes					Yes					Yes			
Calendar Year Maximum:		\$2,500					\$2,500					\$2,500			
Orthodontic Lifetime Maximum:		\$1,000					\$1,000					\$1,000			
Included Adult Ortho:		Yes					Yes					Yes			
Dental Services	Benefit Level	Frequency				Benefit Level	Frequency				Benefit Level	Frequency			
Routine Exam & Cleaning:	Preventive	2 per year				Preventive	2 per year				Preventive	1 per 6 months			
Fluoride Treatment:	Preventive	2 per year, under 14				Preventive	1 per year, under 14				Preventive	1 per year, under 14			
X-Ray (Bitewings):	Preventive	1 per year				Preventive	1 per year				Preventive	1 per year			
X-Ray (Full Mouth):	Preventive	1 per 3 years				Preventive	1 per 3 years				Preventive	1 per 3 years			
Sealants:	Preventive	under 17				Preventive	1 per molar per 5 years, under 17				Preventive	1 per molar per 3 years, under 16			
Fillings:	Basic	1 per tooth per year				Basic	1 per tooth per 2 years				Basic	1 per tooth per 2 years			
Oral Surgery (Simple):	Basic					Basic					Basic				
Oral Surgery (Complex):	Basic					Basic					Basic				
Root Canal Therapy:	Basic					Basic					Basic				
Periodontal Scaling:	Basic	1 per quadrant per 2 years				Basic	1 per quadrant per 2 years				Basic	1 per quadrant per 2 years			
Periodontal Surgery:	Major	1 per quadrant per 3 years				Major	1 per quadrant per 3 years				Major	1 per quadrant per 3 years			
Crowns:	Major	1 per tooth per 5 years				Major	1 per tooth per 5 years				Major	1 per tooth per 7 years			
Bridges:	Major	1 per 5 years				Major	1 per 5 years				Major	1 per 7 years			
Dentures:	Major	1 per 5 years				Major	1 per 5 years				Major	1 per 7 years			
Implants:	Major	1 per tooth per 5 years				Major	1 per tooth per 5 years				Major	1 per tooth per 7 years			
Non-Network Details	Non-Network					Non-Network					Non-Network				
Coinsurance Percentage (Preventive Basic Major Ortho):	100%	90%	50%	50%		100%	90%	50%	50%		100%	90%	50%	50%	
Deductible (Family Maximum):	\$25				\$75	\$25				\$75	\$25				\$75
Deductible Waived for Preventive:		Yes					Yes					Yes			
Calendar Year Maximum:		\$1,500					\$1,500					\$1,500			
Percent of UCR:		90th					90th					90th			
Waiting Periods:	None					None					None				
Late Entrant Penalties:	Not permitted					Not permitted					Not permitted				
Allows Annual Open Enrollment:	Yes					Yes					Yes				
Included Rollover:	No					No					No				
Employer Contribution:	100%					Contributory					100%				
Participation Requirement:	82%					84%					100%				
Rate Guarantee:	1 Year (07/01/2017 - 06/30/2018)					2 Years (07/01/2017 - 06/30/2019)					2 Years (07/01/2017 - 06/30/2019)				
Plan Rates Current Enrollment	Current Renewal					Option 5					Option 6				
Employee:	246	\$34.41			\$34.41		\$30.98					\$31.32			
Family:	161	\$93.39			\$93.39		\$84.05					\$84.97			
Total:	407														
Estimated Monthly Premiums:	\$23,501					\$21,153					\$21,385				
Estimated Annual Premiums:	\$282,008					\$253,838					\$256,619				
PEPY	\$693					\$624					\$631				
Rate Change from Current (%):	0.0%					-10.0%					-9.0%				
Rate Change from Current (\$):	\$0					-\$28,170					-\$25,389				
Notes:						Packaged rates					Packaged rates				

Executive Summary of Dental Coverage

City of Port Orange
July 1, 2017 - June 30, 2018

	Current Renewal				Option 7				Option 8			
Vendor	Florida Combined Life				United Healthcare				Mutual of Omaha			
Network:	Florida Combined Life				United Healthcare				Mutual of Omaha			
Plan Name:	PPO				PPO				PPO			
Plan Details	Network				Network				Network			
	Single		Family		Single		Family		Single		Family	
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 100% 50% 50%				100% 100% 50% 50%				100% 100% 50% 50%			
Deductible (Family Maximum):	\$25		\$75		\$25		\$75		\$25		\$75	
Deductible Waived for Preventive:	Yes				Yes				Yes			
Calendar Year Maximum:	\$2,500				\$2,500				\$2,500			
Orthodontic Lifetime Maximum:	\$1,000				\$1,000				\$1,000			
Included Adult Ortho:	Yes				Yes				Yes			
Dental Services	Benefit Level		Frequency		Benefit Level		Frequency		Benefit Level		Frequency	
Routine Exam & Cleaning:	Preventive		2 per year		Preventive		2 per year		Preventive		2 per year	
Fluoride Treatment:	Preventive		2 per year, under 14		Preventive		2 per year, under 16		Preventive		Dependent children	
X-Ray (Bitewings):	Preventive		1 per year		Preventive		1 per year		Preventive		1 per year	
X-Ray (Full Mouth):	Preventive		1 per 3 years		Preventive		1 per 3 years		Preventive		1 per 3 years	
Sealants:	Preventive		under 17		Basic		1 per molar per 3 years, under 16		Preventive		Dependent children	
Fillings:	Basic		1 per tooth per year		Basic				Basic			
Oral Surgery (Simple):	Basic				Basic				Basic			
Oral Surgery (Complex):	Basic				Basic				Major			
Root Canal Therapy:	Basic				Basic				Basic			
Periodontal Scaling:	Basic		1 per quadrant per 2 years		Basic		1 per quadrant per 2 years		Basic			
Periodontal Surgery:	Major		1 per quadrant per 3 years		Major		1 per quadrant per 3 years		Basic			
Crowns:	Major		1 per tooth per 5 years		Major		1 per tooth per 5 years		Major			
Bridges:	Major		1 per 5 years		Major		1 per 5 years		Major			
Dentures:	Major		1 per 5 years		Major		1 per 5 years		Major			
Implants:	Major		1 per tooth per 5 years		Major				Major			
Non-Network Details	Non-Network				Non-Network				Non-Network			
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 90% 50% 50%				100% 90% 50% 50%				100% 90% 50% 50%			
Deductible (Family Maximum):	\$25		\$75		\$25		\$75		\$25		\$75	
Deductible Waived for Preventive:	Yes				Yes				Yes			
Calendar Year Maximum:	\$1,500				\$1,500				\$1,500			
Percent of UCR:	90th				90th				90th			
Waiting Periods:	None				None				None			
Late Entrant Penalties:	Not permitted				Not permitted				12 months Basic, Major & Ortho			
Allows Annual Open Enrollment:	Yes				Yes				Yes			
Included Rollover:	No				No				No			
Employer Contribution:	100%				100%				100%			
Participation Requirement:	82%				75%				100%			
Rate Guarantee:	1 Year (07/01/2017 - 06/30/2018)				2 Years (07/01/2017 - 06/30/2019)				1 Year (07/01/2017 - 06/30/2018)			
Plan Rates Current Enrollment	Current Renewal				Option 7				Option 8			
Employee:	246	\$34.41	\$34.41			\$31.83				\$32.00		
Family:	161	\$93.39	\$93.39			\$86.36				\$87.00		
Total:	407											
Estimated Monthly Premiums:	\$23,501				\$21,734				\$21,879			
Estimated Annual Premiums:	\$282,008				\$260,810				\$262,548			
PEPY	\$693				\$641				\$645			
Rate Change from Current (%):	0.0%				-7.5%				-6.9%			
Rate Change from Current (\$):	\$0				-\$21,198				-\$19,460			

Notes:

Packaged rates

City of Port Orange
July 1, 2017 - June 30, 2018

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Executive Summary of Dental Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Vendor

Network:

Plan Name:

Plan Details

Coinsurance Percentage (Preventive | Basic | Major | Ortho):

Deductible (Family Maximum):

Deductible Waived for Preventive:

Calendar Year Maximum:

Orthodontic Lifetime Maximum:

Included Adult Ortho:

Dental Services

Routine Exam & Cleaning:

Fluoride Treatment:

X-Ray (Bitewings):

X-Ray (Full Mouth):

Sealants:

Fillings:

Oral Surgery (Simple):

Oral Surgery (Complex):

Root Canal Therapy:

Periodontal Scaling:

Periodontal Surgery:

Crowns:

Bridges:

Dentures:

Implants:

Non-Network Details

Coinsurance Percentage (Preventive | Basic | Major | Ortho):

Deductible (Family Maximum):

Deductible Waived for Preventive:

Calendar Year Maximum:

Percent of UCR:

Waiting Periods:

Late Entrant Penalties:

Allows Annual Open Enrollment:

Included Rollover:

Employer Contribution:

Participation Requirement:

Rate Guarantee:

Plan Rates | Current Enrollment

Employee:

Family:

Total:

Estimated Monthly Premiums:

Estimated Annual Premiums:

PEPY

Rate Change from Current (%):

Rate Change from Current (\$):

Notes:

Current | Renewal

Florida Combined Life

Florida Combined Life

PPO

Network

Single

Family

100% | 100% | 50% | 50%

\$25

\$75

Yes

\$2,500

\$1,000

Yes

Benefit Level

Frequency

Preventive

2 per year

Preventive

2 per year, under 14

Preventive

1 per year

Preventive

1 per 3 years

Preventive

under 17

Basic

1 per tooth per year

Basic

Basic

Basic

Basic

Basic

Major

Major

Major

Major

Major

Non-Network

100% | 90% | 50% | 50%

\$25

\$75

Yes

\$1,500

90th

None

Not permitted

Yes

No

100%

82%

1 Year (07/01/2017 - 06/30/2018)

Current

Renewal

246

161

407

\$23,501

\$282,008

\$693

0.0%

\$0

\$23,501

\$282,008

\$693

0.0%

\$0

Option 11

Unum

United Concordia

PPO

Network

Single

Family

100% | 100% | 50% | 50%

\$25

\$75

Yes

\$2,500

\$1,000

Yes

Benefit Level

Frequency

Preventive

2 per year

Preventive

1 per year, under 14

Preventive

1 per year (<19), 1 per 18 mnths (19+)

Preventive

1 per 5 years

Basic

1 per molar per 3 years, under 16

Basic

1 per tooth per 2 years

Basic

Basic

Basic

Basic

Basic

Basic

Major

Major

Major

Major

Major

Non-Network

100% | 90% | 50% | 50%

\$25

\$75

Yes

\$1,500

90th

None

Not permitted

Yes

No

Contributory

82%

1 Year (07/01/2017 - 06/30/2018)

Option 11

\$32.68

\$88.68

\$22,317

\$267,801

\$658

-5.0%

-\$14,207

Packaged rates

Option 12

SunLife

Assurant

PPO

Network

Single

Family

100% | 100% | 50% | 50%

\$25

\$75

Yes

\$2,500

\$1,000

No

Benefit Level

Frequency

Preventive

2 per year

Preventive

1 per 6 months, under 14

Preventive

1 per year

Preventive

1 per 3 years

Preventive

under 16

Basic

1 per tooth per 2 years

Basic

Basic

Basic

Basic

Basic

Basic

Major

Major

Major

Major

Major

Non-Network

100% | 90% | 50% | 50%

\$25

\$75

Yes

\$1,500

90th

None

6 months Basic Restorative, 12 months Basic, Major & Ortho

Yes

No

100%

82%

2 Years (07/01/2017 - 06/30/2019)

Option 12

\$32.69

\$88.69

\$22,321

\$267,850

\$658

-5.0%

-\$14,158

Packaged rates

Executive Summary of Dental Coverage

City of Port Orange
July 1, 2017 - June 30, 2018

	Current Renewal					Option 13					Option 14				
Vendor	Florida Combined Life					Lincoln Financial					Guardian				
Network:	Florida Combined Life					Lincoln					DentalGuard Preferred				
Plan Name:	PPO					PPO					PPO				
	Network					Network					Network				
Plan Details	Single				Family	Single				Family	Single				Family
Coinsurance Percentage (Preventive Basic Major Ortho):	100%	100%	50%	50%		100%	100%	50%	50%		100%	100%	60%	50%	
Deductible (Family Maximum):	\$25				\$75	\$25				\$75	\$25				\$75
Deductible Waived for Preventive:		Yes					Yes					Yes			
Calendar Year Maximum:		\$2,500					\$2,500					\$2,000			
Orthodontic Lifetime Maximum:		\$1,000					\$1,000					\$1,000			
Included Adult Ortho:		Yes					Yes					Yes			
Dental Services	Benefit Level				Frequency	Benefit Level				Frequency	Benefit Level				Frequency
Routine Exam & Cleaning:	Preventive				2 per year	Preventive				2 per year	Preventive				2 per year
Fluoride Treatment:	Preventive				2 per year, under 14	Preventive				2 per year, under 14	Preventive				2 per year, under 14
X-Ray (Bitewings):	Preventive				1 per year	Preventive				1 per year	Preventive				1 per year
X-Ray (Full Mouth):	Preventive				1 per 3 years	Basic				1 per 3 years	Preventive				1 per 3 years
Sealants:	Preventive				under 17	Basic				1 per molar per 5 years, under 16	Preventive				1 per molar per 3 years, under 16
Fillings:	Basic				1 per tooth per year	Basic				1 per tooth per 2 years	Basic				
Oral Surgery (Simple):	Basic					Basic					Basic				
Oral Surgery (Complex):	Basic					Basic					Basic				
Root Canal Therapy:	Basic					Basic					Basic				
Periodontal Scaling:	Basic				1 per quadrant per 2 years	Basic				1 per quadrant per 2 years	Basic				
Periodontal Surgery:	Major				1 per quadrant per 3 years	Major				1 per quadrant per 3 years	Major				
Crowns:	Major				1 per tooth per 5 years	Major				1 per tooth per 5 years	Major				1 per tooth per 5 years
Bridges:	Major				1 per 5 years	Major				1 per 5 years	Major				1 per 5 years
Dentures:	Major				1 per 5 years	Major				1 per 5 years	Major				1 per 5 years
Implants:	Major				1 per tooth per 5 years	Major				1 per tooth per 10 years	Major				
Non-Network Details	Non-Network					Non-Network					Non-Network				
Coinsurance Percentage (Preventive Basic Major Ortho):	100%	90%	50%	50%		100%	90%	50%	50%		100%	80%	50%	50%	
Deductible (Family Maximum):	\$25				\$75	\$25				\$75	\$25				\$75
Deductible Waived for Preventive:		Yes					Yes					Yes			
Calendar Year Maximum:		\$1,500					\$1,500					\$1,500			
Percent of UCR:		90th					90th					90th			
Waiting Periods:		None					None					None			
Late Entrant Penalties:		Not permitted					12 months Basic, Major & Ortho					Not permitted			
Allows Annual Open Enrollment:		Yes					Yes					Yes			
Included Rollover:		No					No					No			
Employer Contribution:		100%					100%					Contributory			
Participation Requirement:		82%					100%					82%			
Rate Guarantee:		1 Year (07/01/2017 - 06/30/2018)					1 Year (07/01/2017 - 06/30/2018)					1 Year (07/01/2017 - 06/30/2018)			
Plan Rates Current Enrollment	Current		Renewal			Option 13		Option 14			Option 14		Option 14		
Employee:	246	\$34.41	\$34.41			\$33.01		\$34.28			\$34.28		\$34.28		
Family:	161	\$93.39	\$93.39			\$89.57		\$93.01			\$93.01		\$93.01		
Total:	407														
Estimated Monthly Premiums:		\$23,501	\$23,501			\$22,541		\$23,407							
Estimated Annual Premiums:		\$282,008	\$282,008			\$270,495		\$280,890							
PEPY		\$693	\$693			\$665		\$690							
Rate Change from Current (%):			0.0%			-4.1%		-0.4%							
Rate Change from Current (\$):			\$0			-\$1,513		-\$1,118							

Notes: Packaged rates

Executive Summary of Dental Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal					Option 15				
Vendor	Florida Combined Life					Humana				
Network:	Florida Combined Life					Humana				
Plan Name:	PPO					PPO				
	Network					Network				
Plan Details	Single				Family	Single				Family
Coinsurance Percentage (Preventive Basic Major Ortho):	100%	100%	50%	50%		100%	100%	50%	50%	
Deductible (Family Maximum):	\$25				\$75	\$25				\$75
Deductible Waived for Preventive:	Yes					Yes				
Calendar Year Maximum:	\$2,500					\$2,500				
Orthodontic Lifetime Maximum:	\$1,000					\$1,000				
Included Adult Ortho:	Yes					Yes				
Dental Services	Benefit Level				Frequency	Benefit Level				Frequency
Routine Exam & Cleaning:	Preventive				2 per year	Preventive				2 per year
Fluoride Treatment:	Preventive				2 per year, under 14	Preventive				1 per year, under 14
X-Ray (Bitewings):	Preventive				1 per year	Preventive				1 per year
X-Ray (Full Mouth):	Preventive				1 per 3 years	Preventive				
Sealants:	Preventive				under 17	Preventive				under 14
Fillings:	Basic				1 per tooth per year	Basic				1 per 2 years
Oral Surgery (Simple):	Basic					Basic				
Oral Surgery (Complex):	Basic					Basic				
Root Canal Therapy:	Basic					Basic				1 per tooth per lifetime
Periodontal Scaling:	Basic				1 per quadrant per 2 years	Basic				1 per quadrant per 3 years
Periodontal Surgery:	Major				1 per quadrant per 3 years	Basic				1 per quadrant per 3 years
Crowns:	Major				1 per tooth per 5 years	Major				1 per tooth per 5 years
Bridges	Major				1 per 5 years	Major				1 per 5 years
Dentures:	Major				1 per 5 years	Major				1 per 5 years
Implants:	Major				1 per tooth per 5 years	Major				1 per tooth per 5 years
Non-Network Details	Non-Network					Non-Network				
Coinsurance Percentage (Preventive Basic Major Ortho):	100%	90%	50%	50%		100%	90%	50%	50%	
Deductible (Family Maximum):	\$25				\$75	\$25				\$75
Deductible Waived for Preventive:	Yes					Yes				
Calendar Year Maximum:	\$1,500					\$1,500				
Percent of UCR:	90th					90th				
Waiting Periods:	None					None				
Late Entrant Penalties:	Not permitted					12 months Basic, Major & Ortho				
Allows Annual Open Enrollment:	Yes					Yes				
Included Rollover:	No					No				
Employer Contribution:	100%					Contributory				
Participation Requirement:	82%					50%				
Rate Guarantee:	1 Year (07/01/2017 - 06/30/2018)					1 Year (07/01/2017 - 06/30/2018)				
Plan Rates Current Enrollment	Current		Renewal			Option 15				
Employee:	246	\$34.41	\$34.41			\$27.76				
Family:	161	\$93.39	\$93.39			\$105.51				
Total:	407									
Estimated Monthly Premiums:	\$23,501		\$23,501			\$23,816				
Estimated Annual Premiums:	\$282,008		\$282,008			\$285,793				
PEPY	\$693		\$693			\$702				
Rate Change from Current (%):			0.0%			1.3%				
Rate Change from Current (\$):			\$0			\$3,785				

Notes:

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal		Option 1	Option 2	Option 3
Vendor	VSP		Advantica	Cigna	Aetna
Network	VSP Choice		Advantica	Cigna	Aetna Vision
Plan Name	PPO Vision		Select Plus 150	PPO	PPO
Copays	Network		Network	Network	Network
Exam:	\$10		\$10	\$10	\$10
Materials:	\$25		\$25	\$25	\$25
Frequencies					
Exams:	12 months		12 months	12 months	12 months
Lenses:	12 months		12 months	12 months	12 months
Frames:	24 months		24 months	24 months	24 months
Contacts:	12 months		12 months	12 months	12 months
Allowances					
Frames:	\$130* (20% off balance)		\$150	\$130* (20% off balance)	\$130* (20% off balance)
Contact (Elective):	\$130		\$150	\$130	\$130
Contact (Medically Necessary):	\$130		\$250	Covered in Full	Covered in Full
Non-Network Details	Non-Network		Non-Network	Non-Network	Non-Network
Exam:	up to \$45		up to \$40	up to \$45	up to \$25
Single Vision:	up to \$30		up to \$20	up to \$40	up to \$10
Bifocal:	up to \$50		up to \$40	up to \$65	up to \$25
Trifocal:	up to \$65		up to \$60	up to \$75	up to \$55
Frames:	up to \$70		up to \$60	up to \$71	up to \$90
Contact (Elective):	up to \$105		up to \$80	up to \$105	up to \$90
Contact (Medically Necessary):	up to \$105		up to \$250	up to \$210	up to \$200
Employer Contribution:	0%		0%	0%	0%
Participation Requirement:	58%		2 enrolled	15%	10 enrolled
Rate Guarantee:	1 Year (07/01/2017 - 6/30/2018)		2 Years (07/01/2017 - 6/30/2019)	2 Years (07/01/2017 - 6/30/2019)	2 Years (07/01/2017 - 6/30/2019)
Plan Rates Current Enrollment		Current Renewal	Option 1	Option 2	Option 3
Employee:	145	\$7.01 \$7.01	\$4.88	\$5.29	\$5.70
Employee + 1:	54	\$10.16 \$10.16	\$9.27	\$10.11	\$10.84
Family:	50	\$18.21 \$18.21	\$14.41	\$16.44	\$15.82
Total:	249				
Estimated Monthly Premiums:	\$2,476	\$2,476	\$1,929	\$2,135	\$2,203
Estimated Annual Premiums:	\$29,707	\$29,707	\$23,144	\$25,620	\$26,434
PEPY		\$119	\$93	\$103	\$106
Rate Change from Current (%):		0.0%	-22.1%	-13.8%	-11.0%
Rate Change from Current (\$):		\$0	-\$6,563	-\$4,087	-\$3,273

Notes:

*\$150 allowance for featured frames

Packaged rates

*Must be sold with Dental & Life

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal		Option 4	Option 5	Option 6
Vendor	VSP		MetLife	United Healthcare	SunLife
Network	VSP Choice		MetLife	United Healthcare	VSP
Plan Name	PPO Vision		M130D	PPO	PPO
Copays	Network		Network	Network	Network
Exam:	\$10		\$10	\$10	\$10
Materials:	\$25		\$25	\$25	\$25
Frequencies					
Exams:	12 months		12 months	12 months	12 months
Lenses:	12 months		12 months	12 months	12 months
Frames:	24 months		24 months	24 months	24 months
Contacts:	12 months		12 months	12 months	12 months
Allowances					
Frames:	\$130* (20% off balance)		\$130* (20% off balance)	\$130 (30% off balance)	\$130 (20% off balance)
Contact (Elective):	\$130		\$130	\$130	\$130
Contact (Medically Necessary):	\$130		Covered in Full	Covered in Full	Covered in Full
Non-Network Details	Non-Network		Non-Network	Non-Network	Non-Network
Exam:	up to \$45		up to \$45	up to \$40	up to \$52
Single Vision:	up to \$30		up to \$30	up to \$40	up to \$55
Bifocal:	up to \$50		up to \$50	up to \$60	up to \$75
Trifocal:	up to \$65		up to \$65	up to \$80	up to \$95
Frames:	up to \$70		up to \$70	up to \$45	up to \$57
Contact (Elective):	up to \$105		up to \$105	up to \$130	up to \$105
Contact (Medically Necessary):	up to \$105		up to \$210	up to \$210	up to \$210
Employer Contribution:	0%		0%	0%	0%
Participation Requirement:	58%		58%	N/A	58%
Rate Guarantee:	1 Year (07/01/2017 - 6/30/2018)		2 Years (07/01/2017 - 6/30/2019)	3 Years (07/01/2017 - 6/30/2020)	2 Years (07/01/2017 - 6/30/2019)
Plan Rates Current Enrollment			Option 4	Option 5	Option 6
Employee:	145	\$7.01	\$7.01	\$6.26	\$6.29
Employee + 1:	54	\$10.16	\$10.16	\$9.12	\$9.14
Family:	50	\$18.21	\$18.21	\$16.35	\$16.39
Total:	249				
Estimated Monthly Premiums:	\$2,476	\$2,476	\$2,212	\$2,222	\$2,228
Estimated Annual Premiums:	\$29,707	\$29,707	\$26,538	\$26,664	\$26,736
PEPY		\$119	\$107	\$107	\$107
Rate Change from Current (%):		0.0%	-10.7%	-10.2%	-10.0%
Rate Change from Current (\$):		\$0	-\$3,169	-\$3,043	-\$2,971

Notes: *\$150 allowance for featured frames

Packaged rates

Packaged rates

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal		Option 7	Option 8	Option 9
Vendor	VSP		Lincoln Financial	Humana	Principal
Network	VSP Choice		Lincoln Vision Connect	Humana	VSP Choice
Plan Name	PPO Vision		PPO	PPO	Focus
Copays	Network		Network	Network	Network
Exam:	\$10		\$10	\$10	\$10
Materials:	\$25		\$25	\$10	\$25
Frequencies					
Exams:	12 months		12 months	12 months	12 months
Lenses:	12 months		12 months	12 months	12 months
Frames:	24 months		24 months	24 months	24 months
Contacts:	12 months		12 months	12 months	12 months
Allowances					
Frames:	\$130* (20% off balance)		\$130 (30% off balance)	\$160 (20% off balance)	\$150 (20% off balance)
Contact (Elective):	\$130		\$125	\$160 (15% off balance)	\$150
Contact (Medically Necessary):	\$130		Covered in Full	Covered in Full	Covered in Full
Non-Network Details	Non-Network		Non-Network	Non-Network	Non-Network
Exam:	up to \$45		up to \$40	up to \$30	up to \$45
Single Vision:	up to \$30		up to \$40	up to \$25	up to \$30
Bifocal:	up to \$50		up to \$60	up to \$40	up to \$50
Trifocal:	up to \$65		up to \$80	up to \$60	up to \$65
Frames:	up to \$70		up to \$45	up to \$80	up to \$70
Contact (Elective):	up to \$105		up to \$125	up to \$128	up to \$105
Contact (Medically Necessary):	up to \$105		up to \$210	up to \$210	up to \$210
Employer Contribution:	0%		0%	0%	0%
Participation Requirement:	58%		2 enrolled	50%	20%
Rate Guarantee:	1 Year (07/01/2017 - 6/30/2018)		2 Years (07/01/2017 - 6/30/2019)	2 Years (07/01/2017 - 6/30/2019)	1 Year (07/01/2017 - 6/30/2018)
Plan Rates Current Enrollment			Option 7	Option 8	Option 9
Employee:	145	\$7.01	\$7.01	\$5.84	\$6.76
Employee + 1:	54	\$10.16	\$10.16	\$9.80	\$10.16
Family:	50	\$18.21	\$18.21	\$17.58	\$18.21
Total:	249				
Estimated Monthly Premiums:	\$2,476	\$2,476	\$2,344	\$2,388	\$2,476
Estimated Annual Premiums:	\$29,707	\$29,707	\$28,133	\$28,661	\$29,707
PEPY		\$119	\$113	\$115	\$119
Rate Change from Current (%):		0.0%	-5.3%	-3.5%	0.0%
Rate Change from Current (\$):		\$0	-\$1,574	-\$1,046	\$0

Notes: *\$150 allowance for featured frames

Packaged rates

Packaged rates

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Current Renewal		Option 10	Option 11
Vendor	VSP		Ameritas	Reliance Standard
Network	VSP Choice		VSP Choice	VSP Choice
Plan Name	PPO Vision		Focus	PPO
Copays	Network		Network	Network
Exam:	\$10		\$10	\$10
Materials:	\$25		\$25	\$25
Frequencies				
Exams:	12 months		12 months	12 months
Lenses:	12 months		12 months	12 months
Frames:	24 months		24 months	24 months
Contacts:	12 months		12 months	12 months
Allowances				
Frames:	\$130* (20% off balance)		\$130 (20% off balance)	\$130 (20% off balance)
Contact (Elective):	\$130		\$130	\$130
Contact (Medically Necessary):	\$130		Covered in Full	Covered in Full
Non-Network Details	Non-Network		Non-Network	Non-Network
Exam:	up to \$45		up to \$45	up to \$45
Single Vision:	up to \$30		up to \$30	up to \$30
Bifocal:	up to \$50		up to \$50	up to \$50
Trifocal:	up to \$65		up to \$65	up to \$65
Frames:	up to \$70		up to \$70	up to \$70
Contact (Elective):	up to \$105		up to \$105	up to \$105
Contact (Medically Necessary):	up to \$105		up to \$210	up to \$210
Employer Contribution:	0%		0%	0%
Participation Requirement:	58%		60%	60%
Rate Guarantee:	1 Year (07/01/2017 - 6/30/2018)		2 Years (07/01/2017 - 6/30/2019)	2 Years (07/01/2017 - 6/30/2019)
Plan Rates Current Enrollment	Current	Renewal	Option 10	Option 11
Employee:	145	\$7.01	\$7.01	\$7.36
Employee + 1:	54	\$10.16	\$10.16	\$10.67
Family:	50	\$18.21	\$18.21	\$19.12
Total:	249			
Estimated Monthly Premiums:	\$2,476	\$2,476	\$2,523	\$2,599
Estimated Annual Premiums:	\$29,707	\$29,707	\$30,277	\$31,193
PEPY		\$119	\$122	\$125
Rate Change from Current (%):		0.0%	1.9%	5.0%
Rate Change from Current (\$):		\$0	\$570	\$1,485

Notes: *\$150 allowance for featured frames

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life: 19,551,500
AD&D: 19,551,500

	Current Renewal			Option 1			Option 2			Option 3		
Vendor	Florida Combined Life			Cigna			Unum			SunLife		
	Guarantee			Guarantee			Guarantee			Guarantee		
Class Definition Plan Details:	Benefit	Maximum	Issue	Benefit	Maximum	Issue	Benefit	Maximum	Issue	Benefit	Maximum	Issue
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000
Reduction Schedule:	50% at age 70			50% at age 70			50% at age 70			50% at age 70		
Waiver of Premium:	Included			Included			Included			Included		
Conversion:	Included			Included			Included			Included		
Accelerated Death Benefit:	Included			Included			Included			Included		
Seatbelt/Safe Driver Benefit:	Included			Included			Included			Included		
Current Enrollment:												
Employer Contribution:	100%			100%			100%			100%		
Participation Requirement:	100%			100%			100%			100%		
Rate Guarantee:	1 Year (07/01/17 - 06/30/18)			3 Years (07/01/17 - 06/30/20)			2 Years (07/01/17 - 06/30/19)			2 Years (07/01/17 - 06/30/19)		
Plan Rates	Current	Renewal		Option 1			Option 2			Option 3		
Basic Life	\$0.170	\$0.170		\$0.150			\$0.150			\$0.160		
AD&D	\$0.030	\$0.030		\$0.020			\$0.030			\$0.025		
Estimated Monthly Premiums:	\$3,910	\$3,910		\$3,324			\$3,519			\$3,617		
Estimated Annual Premiums:	\$46,924	\$46,924		\$39,885			\$42,231			\$43,404		
Rate Change from Current (%):		0.0%		-15.0%			-10.0%			-7.5%		
Rate Change from Current (\$):		\$0		-\$7,039			-\$4,692			-\$3,519		

Notes:

*Must be sold with Dental & Vol Life
*Sold with Dental Only - Life - .22, AD&D - .03
*Rates may be adjusted upon receiving
Class 1 Occupations

Packaged rates

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life: 19,551,500

AD&D: 19,551,500

	Current Renewal			Option 4			Option 5			Option 6		
Vendor	Florida Combined Life			MetLife			Principal			Lincoln Financial		
	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue
Class Definition Plan Details:												
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000
Reduction Schedule:	50% at age 70			50% at age 70			50% at age 70			50% at age 70		
Waiver of Premium:	Included			Included			Included			Included		
Conversion:	Included			Included			Included			Included		
Accelerated Death Benefit:	Included			Included			Included			Included		
Seatbelt/Safe Driver Benefit:	Included			Included			Included			Included		
Current Enrollment:												
Employer Contribution:	100%			100%			100%			100%		
Participation Requirement:	100%			100%			100%			100%		
Rate Guarantee:	1 Year (07/01/17 - 06/30/18)			2 Years (07/01/17 - 06/30/19)			2 Years (07/01/17 - 06/30/19)			2 Years (07/01/17 - 06/30/19)		
Plan Rates	Current	Renewal		Option 4			Option 5			Option 6		
Basic Life	\$0.170	\$0.170		\$0.150			\$0.158			\$0.160		
AD&D	\$0.030	\$0.030		\$0.036			\$0.031			\$0.030		
Estimated Monthly Premiums:	\$3,910	\$3,910		\$3,637			\$3,695			\$3,715		
Estimated Annual Premiums:	\$46,924	\$46,924		\$43,639			\$44,343			\$44,577		
Rate Change from Current (%):		0.0%		-7.0%			-5.5%			-5.0%		
Rate Change from Current (\$):		\$0		-\$3,285			-\$2,581			-\$2,346		

Notes:

Packaged rates

Packaged rates

Packaged rates

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life: 19,551,500
AD&D: 19,551,500

	Current Renewal			Option 7			Option 8			Option 9		
Vendor	Florida Combined Life			Aetna			Mutual of Omaha			United HealthCare		
	Guarantee			Guarantee			Guarantee			Guarantee		
Class Definition Plan Details:	Benefit	Maximum	Issue	Benefit	Maximum	Issue	Benefit	Maximum	Issue	Benefit	Maximum	Issue
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000
Reduction Schedule:	50% at age 70			50% at age 70			50% at age 70			50% at age 70		
Waiver of Premium:	Included			Included			Included			Included		
Conversion:	Included			Included			Included			Included		
Accelerated Death Benefit:	Included			Included			Included			Included		
Seatbelt/Safe Driver Benefit:	Included			Included			Included			Included		
Current Enrollment:												
Employer Contribution:	100%			100%			100%			100%		
Participation Requirement:	100%			100%			100%			100%		
Rate Guarantee:	1 Year (07/01/17 - 06/30/18)			3 Years (07/01/17 - 06/30/20)			2 Years (07/01/17 - 06/30/19)			2 Years (07/01/17 - 06/30/19)		
Plan Rates	Current	Renewal		Option 7			Option 8			Option 9		
Basic Life	\$0.170	\$0.170		\$0.170			\$0.170			\$0.170		
AD&D	\$0.030	\$0.030		\$0.023			\$0.030			\$0.030		
Estimated Monthly Premiums:	\$3,910	\$3,910		\$3,773			\$3,910			\$3,910		
Estimated Annual Premiums:	\$46,924	\$46,924		\$45,281			\$46,924			\$46,924		
Rate Change from Current (%):		0.0%		-3.5%			0.0%			0.0%		
Rate Change from Current (\$):		\$0		-\$1,642			\$0			\$0		

Notes:

Packaged rates

Packaged rates

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life: 19,551,500
AD&D: 19,551,500

	Current Renewal			Option 10			Option 11		
Vendor	Florida Combined Life			Standard			Reliance Standard		
Class Definition Plan Details:	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000	3x's Salary	\$300,000	\$300,000
Reduction Schedule:	50% at age 70			50% at age 70			50% at age 70		
Waiver of Premium:	Included			Included			Included		
Conversion:	Included			Included			Included		
Accelerated Death Benefit:	Included			Included			Included		
Seatbelt/Safe Driver Benefit:	Included			Included			Included		
Current Enrollment:									
Employer Contribution:	100%			100%			100%		
Participation Requirement:	100%			100%			100%		
Rate Guarantee:	1 Year (07/01/17 - 06/30/18)			2 Years (07/01/17 - 06/30/19)			2 Years (07/01/17 - 06/30/19)		
Plan Rates	Current		Renewal	Option 10			Option 11		
Basic Life	\$0.170		\$0.170	\$0.160			\$0.240		
AD&D	\$0.030		\$0.030	\$0.044			\$0.030		
Estimated Monthly Premiums:	\$3,910		\$3,910	\$3,989			\$5,279		
Estimated Annual Premiums:	\$46,924		\$46,924	\$47,862			\$63,347		
Rate Change from Current (%):			0.0%	2.0%			35.0%		
Rate Change from Current (\$):			\$0	\$938			\$16,423		

Notes:

Packaged rates

Executive Summary of Voluntary Group Life Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Current	
Vendor	Colonial Life
Plan Details (Employee)	Term Life 1000
Offers life insurance protection that remains level for the period of time the employee selects - 10, 20, or 30 years	
Includes Accelerated Death Benefit Provision	

Plan Rates		Current							
Issue Age	Tobacco		Non-Tobacco		Tobacco		Non-Tobacco		
	per \$10,000 Face Amount		per \$100,000 Face Amount		per \$100,000 Face Amount		per \$100,000 Face Amount		
25	\$5.13	\$5.74	\$15.33	\$21.42	\$15.33	\$21.42	\$15.33	\$21.42	
35	\$5.13	\$6.17	\$15.33	\$25.67	\$15.33	\$25.67	\$15.33	\$25.67	
45	\$6.48	\$9.88	\$28.83	\$62.75	\$28.83	\$62.75	\$28.83	\$62.75	
55	\$9.83	\$20.12	\$62.33	\$165.17	\$62.33	\$165.17	\$62.33	\$165.17	
65	\$19.58	\$35.67	\$159.83	\$320.67	\$159.83	\$320.67	\$159.83	\$320.67	
75	\$55.20	\$74.87	\$516.00	\$712.67	\$516.00	\$712.67	\$516.00	\$712.67	
		per \$25,000 Face Amount		per \$200,000 Face Amount		per \$200,000 Face Amount		per \$200,000 Face Amount	
25	\$6.83	\$8.35	\$25.00	\$37.00	\$25.00	\$37.00	\$25.00	\$37.00	
35	\$6.83	\$9.42	\$25.00	\$43.00	\$25.00	\$43.00	\$25.00	\$43.00	
45	\$10.21	\$18.69	\$48.67	\$88.50	\$48.67	\$88.50	\$48.67	\$88.50	
55	\$18.58	\$44.29	\$105.67	\$192.00	\$105.67	\$192.00	\$105.67	\$192.00	
65	\$42.96	\$83.17	\$224.50	\$354.33	\$224.50	\$354.33	\$224.50	\$354.33	
75	\$132.00	\$181.17	\$567.17	\$725.83	\$567.17	\$725.83	\$567.17	\$725.83	
		per \$50,000 Face Amount		per \$300,000 Face Amount		per \$300,000 Face Amount		per \$300,000 Face Amount	
25	\$9.67	\$12.71	\$34.50	\$51.50	\$34.50	\$51.50	\$34.50	\$51.50	
35	\$9.67	\$14.83	\$34.50	\$59.00	\$34.50	\$59.00	\$34.50	\$59.00	
45	\$16.42	\$33.38	\$67.75	\$122.00	\$67.75	\$122.00	\$67.75	\$122.00	
55	\$33.17	\$84.58	\$134.25	\$262.75	\$134.25	\$262.75	\$134.25	\$262.75	
65	\$81.92	\$162.33	\$281.00	\$513.00	\$281.00	\$513.00	\$281.00	\$513.00	
75	\$260.00	\$358.33	\$754.25	\$1,050.25	\$754.25	\$1,050.25	\$754.25	\$1,050.25	
		per \$75,000 Face Amount		per \$500,000 Face Amount		per \$500,000 Face Amount		per \$500,000 Face Amount	
25	\$12.50	\$17.06	\$54.83	\$83.17	\$54.83	\$83.17	\$54.83	\$83.17	
35	\$12.50	\$20.25	\$54.83	\$95.67	\$54.83	\$95.67	\$54.83	\$95.67	
45	\$22.63	\$48.06	\$110.25	\$200.67	\$110.25	\$200.67	\$110.25	\$200.67	
55	\$47.75	\$124.88	\$221.08	\$435.25	\$221.08	\$435.25	\$221.08	\$435.25	
65	\$120.88	\$241.50	\$465.67	\$852.33	\$465.67	\$852.33	\$465.67	\$852.33	
75	\$388.00	\$535.50	\$1,254.42	\$1,747.75	\$1,254.42	\$1,747.75	\$1,254.42	\$1,747.75	

Executive Summary of Voluntary Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

	Option 1	Option 2
Vendor	Cigna	Mutual of Omaha
Plan Details (Employee)		
Benefit (Increments of):	\$10,000	\$10,000
Not to Exceed:	5x's Salary	5x's Salary
Maximum Benefit:	\$500,000	\$500,000
Guarantee Issue:	\$100,000	\$150,000
Plan Details (Dependent)		
Spouse Benefit (Increments of):	\$5,000	\$5,000
Maximum Benefit:	\$250,000	\$250,000
Guarantee Issue:	\$25,000	\$30,000
Not to Exceed:	50% of EE's amount	100% of EE's amount
Child(ren) Benefit:	Birth to 6 months: \$500	\$10,000
Child(ren) Benefit:	6 months to 26 years: Units of \$1,000 up to \$10,000	
Full-Time Student:	26	26
Reduction Schedule:	50% at age 70	35% at age 65 50% at age 70
Waiver of Premium:	Included	Included
Conversion:	Included	Included
Accelerated Death Benefit:	Included	Included
Seatbelt/Safe Driver Benefit:	Included	Included
Employer Contribution:	0%	0%
Participation Requirement:	30%	25%
Rate Guarantee:	3 Years (07/01/17 - 06/30/2020)	2 Years (07/01/17 - 06/30/2019)
Plan Rates per \$1,000	Option 1	Option 2
	Employee Spouse	Employee Spouse
Under 20	\$0.106 \$0.106	\$0.050
Age 20 - 24	\$0.106 \$0.106	\$0.050
Age 25 - 29	\$0.106 \$0.106	\$0.080
Age 30 - 34	\$0.106 \$0.106	\$0.120
Age 35 - 39	\$0.130 \$0.130	\$0.150
Age 40 - 44	\$0.187 \$0.187	\$0.200
Age 45 - 49	\$0.282 \$0.282	\$0.320
Age 50 - 54	\$0.447 \$0.447	\$0.450
Age 55 - 59	\$0.719 \$0.719	\$0.700
Age 60 - 64	\$1.103 \$1.103	\$1.000
Age 65 - 69	\$1.870 \$1.870	\$1.800
Age 70 - 74	\$3.547	\$3.230
Age 75 - 79	\$6.547	\$5.320
Age 80 - 84	\$13.006	\$10.780
Age 85 - 89	\$21.715	\$10.780
Age 90 -94	\$35.430	\$10.780
Age 95 - 99	\$53.782	\$10.780
	*Spouse coverage terminates at age 70	*Benefit terminates at retirement
AD&D	\$0.027 \$0.021	N/A N/A
Child AD&D	Child Life - .22, AD&D -0.028	Child Life - .20, AD&D - N/A
Notes:	*Must be sold with Dental & Life *Rates may be adjusted upon receiving Class 1 Occupations	Packaged rates

Premium Calculation : Age 40-44

Step 1: Benefit : \$10,000 / 1000 = 10 # Units

Step 2: # Units : 10 x .187 Age-banded Rate = \$1.87 Premium Per Month

.20 = \$2.00

Executive Summary of Disability Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Vendor

Plan Details

Elimination Period (Accident):

Elimination Period (Sickness):

Percent of Salary

Maximum Monthly Benefit:

Duration of Benefits:

Pre-Existing Conditions:

Number of Eligible Lives:

Employer Contribution:

Participation Requirement:

Rate Guarantee:

Rate / \$10 Benefit

		0/7	7/7	0/14	14/14					
Age 17 - 49		\$2.24	\$2.11	\$1.59	\$1.42					
Age 50 - 69		\$2.67	\$2.54	\$1.98	\$1.77					
		6 months								
		0/7	7/7	0/14	14/14	0/30	30/30			
Age 17 - 49		\$2.84	\$2.67	\$2.16	\$1.94	\$1.59	\$1.29			
Age 50 - 69		\$3.71	\$3.49	\$2.84	\$2.59	\$2.28	\$1.98			
		12 months								
		0/7	7/7	0/14	14/14	0/30	30/30	60/60	90/90	
Age 17 - 49		\$3.71	\$3.53	\$2.67	\$2.46	\$2.07	\$1.77	\$1.47	\$1.12	
Age 50 - 69		\$4.61	\$4.44	\$3.53	\$3.28	\$2.84	\$2.46	\$2.11	\$1.77	
		24 months								
		0/7	7/7	0/14	14/14	0/30	30/30	60/60	90/90	180/180
Age 17 - 49		\$5.00	\$4.74	\$3.62	\$3.28	\$2.67	\$2.33	\$2.07	\$1.42	\$0.91
Age 50 - 69		\$7.37	\$7.16	\$5.52	\$4.96	\$4.01	\$3.58	\$3.32	\$2.59	\$2.11

Notes:

*Health Screening Rider Monthly Premium - \$1.75

Package Comparison Summary

	Current	Renewal	Cigna	MetLife	Standard	Aetna	United Healthcare	Principal	Mutual of Omaha	Unum	SunLife	Lincoln Financial	Reliance Standard
Dental	\$282,008	\$282,008	\$252,953	\$253,838	\$250,240	\$252,865	\$260,810	\$264,252	\$262,548	\$267,801	\$267,850	\$270,495	\$252,982
Life	\$46,924	\$46,924	\$39,885	\$43,639	\$47,862	\$45,281	\$46,924	\$44,343	\$46,924	\$42,231	\$43,404	\$44,577	\$63,347
Current Annual Subtotal (Dental, Life)	\$328,932	\$328,932	\$292,838	\$297,477	\$298,102	\$298,146	\$307,734	\$308,595	\$309,472	\$310,032	\$311,254	\$315,072	\$316,329
Rate Change from current		0.0%	-11.0%	-9.6%	-9.4%	-9.4%	-6.4%	-6.2%	-5.9%	-5.7%	-5.4%	-4.2%	-3.8%
\$ Change from current		\$0	-\$36,094	-\$31,455	-\$30,830	-\$30,786	-\$21,198	-\$20,337	-\$19,460	-\$18,900	-\$17,678	-\$13,860	-\$12,603
Vision	\$29,707	\$29,707	\$25,620	\$26,538	N/A	\$26,434	\$26,664	\$29,707	N/A	N/A	\$26,736	\$28,133	\$31,193
Current Annual Subtotal	\$29,707	\$29,707	\$25,620	\$26,538	N/A	\$26,434	\$26,664	\$29,707	N/A	N/A	\$26,736	\$28,133	\$31,193
Rate Change from current		0.0%	-13.8%	-10.7%	N/A	-11.0%	-10.2%	0.0%	N/A	N/A	-10.0%	-5.3%	5.0%
\$ Change from current		\$0	-\$4,087	-\$3,169	N/A	-\$3,273	-\$3,043	\$0	N/A	N/A	-\$2,971	-\$1,574	\$1,486
Total Package Annual Total	\$358,639	\$358,639	\$318,458	\$324,015	N/A	\$324,580	\$334,398	\$338,302	N/A	N/A	\$337,990	\$343,205	\$347,522
Rate Change from current		0.0%	-11.2%	-9.7%	N/A	-9.5%	-6.8%	-5.7%	N/A	N/A	-5.8%	-4.3%	-3.1%
\$ Change from current			-\$40,181	-\$34,624	N/A	-\$34,059	-\$24,241	-\$20,337	N/A	N/A	-\$20,649	-\$15,434	-\$11,117

Metropolitan Life Insurance Company
4150 N Mulberry Drive, Suite 300
Kansas City, MO 64116



COREY MCMEEKING
220 S RIDGEWOOD AVE
DAYTONA BEACH, FL 32114

Re: Group # 05944706
 CITY OF PORT ORANGE

Subject: January 1, 2020 Renewal

Dear Broker / Agent / Third Party Administrator:

Enclosed is a copy of the renewal letter that will be sent to your client.

Thank you for your business!

MetLife Renewal Underwriting



August 6, 2019

Attn: Benefits Administrator
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

Subject: Renewal Rate Analysis For CITY OF PORT ORANGE - Group # 05944706

Dear Benefits Administrator:

We would like to take this opportunity to thank you for your continued business. Each year Metropolitan Life Insurance Company conducts an evaluation of your company's composition — analyzing industry trends, age, gender, salary and where applicable, utilization patterns — to determine your group renewal rates.

After careful review, we have prepared the group renewal rates for your Basic Life, Basic AD&D, Dental and Vision coverages. Please refer to the Renewal Rates section for details.

Renewal Effective Date:

Billing statements as of January 1, 2020 will reflect the renewal rates listed in the Renewal Rates section. Any additional group coverages not specifically mentioned in this letter that are active at the time of the renewal will have their rates continued through the coming year.

Complementary Employee Paid Benefits:

MetLife offers a range of products and services designed, priced and administered to help satisfy all types of benefit plan objectives and the diverse needs of employees. Providing access to valuable employee-paid benefits is a smart, easy and cost effective way to enhance overall satisfaction with your company's benefit package and help attract and retain employees.

MetLaw – MetLife's Legal Services plan, helps employees navigate important moments in their life by providing convenient, full-service access to local attorneys at a competitive monthly rate. Employees can meet with attorneys face-to-face or over the phone on an unlimited number of personal matters such as buying a home or creating a will. Our network contains nearly 14,000 attorneys who meet established criteria and have an overall average of 25 years of experience.

Add More Value to Your Benefits Plan

Optimize your benefits investment by adding a MetLife group Disability plan to your benefits program. Our unmatched product suite, exceptional service and results driven enrollment programs can help you build a benefits program that's right for you and your employees.

If you have any questions, please contact your Broker or MetLife Tampa Sales Office at 1-800-972-6177.

We look forward to continuing to provide quality benefit solutions to you and your employees.

Sincerely,

MetLife Renewal Underwriting

cc: Tampa Sales Office

Renewal Rates effective January 1, 2020

*Specific group coverages not listed below will be renewed at current rates

<u>Coverage</u>	<u>Current Rate(s)</u>	<u>Renewal Rate(s)</u>	<u>Volume/Lives</u>	<u>Renewal Annual Premium</u>	<u>% Change</u>
Basic Life	\$0.150/\$1,000	\$0.173/\$1,000	\$20,150,000.00	\$41,831.40	15.0%
Rates are guaranteed from January 1, 2020 - December 31, 2020 (12 months)					

<u>Coverage</u>	<u>Current Rate(s)</u>	<u>Renewal Rate(s)</u>	<u>Volume/Lives</u>	<u>Renewal Annual Premium</u>	<u>% Change</u>
Basic AD&D	\$0.034/\$1,000	\$0.034/\$1,000	\$20,150,000.00	\$8,221.20	0.0%
Rates are guaranteed from January 1, 2020 - December 31, 2020 (12 months)					

<u>Coverage</u>	<u>Current Rate(s)</u>	<u>Renewal Rate(s)</u>	<u>Lives</u>	<u>Renewal Annual Premium</u>	<u>% Change</u>
Dental				\$305,509.80	4.0%
Employee Only	\$30.98	\$32.22	272		
Employee + Family	\$84.05	\$87.41	191		
Total Lives			463		
Rates are guaranteed from January 1, 2020 - December 31, 2020 (12 months)					

<u>Coverage</u>	<u>Current Rate(s)</u>	<u>Renewal Rate(s)</u>	<u>Lives</u>	<u>Renewal Annual Premium</u>	<u>% Change</u>
Vision				\$33,380.88	0.0%
Employee Only	\$6.26	\$6.26	180		
Employee + 1 Dependent	\$9.08	\$9.08	64		
Employee + Family	\$16.27	\$16.27	66		
Total Lives			310		
Rates are guaranteed from January 1, 2020 - December 31, 2020 (12 months)					

Like most group insurance policies and benefit programs, insurance policies and benefit programs offered by Metropolitan Life Insurance Company and its affiliates contain certain exclusions, exceptions, waiting periods, reductions of benefits, limitations and terms for keeping them in force. Please contact MetLife for complete details.

If you are a customer with employees working in the State of Connecticut, please review the ""CT Employee Terminations"" topic found in MetLife's online Administration Manual under the appropriate coverage section (www.whymetlife.com/adminmanual)

Request to Notify Alaska Residents of Impending Coverage and/or Premium Changes

Under Alaska Statute 21.36.225, covered individuals residing in Alaska must be notified of impending coverage and/or premium changes, as applicable. If you have employees residing in Alaska who are covered under MetLife's Disability, Dental, Vision or Accidental Death and Dismemberment policies, we ask that you provide them with written notice at least 45 days in advance of the effective date of the renewal, notifying them that coverage and/or premiums may change. Once renewal details are finalized, a second notice must be provided setting forth the details of the coverage premium change. If you would like wording for these notices, please contact your MetLife service team.

Some services in connection with the coverage may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company's policies and procedures.

The Patient Protection and Affordable Care Act ("PPACA") includes a health insurance industry fee imposed on all health insurers, including dental and vision insurers. As with the prior year, this fee is included in the dental and/ or vision rates in the rate table.

Benefits are underwritten by Metropolitan Life Insurance Company, New York, NY. Certain claims and network administration services are provided through Vision Service Plan (VSP). VSP is not affiliated with Metropolitan Life Insurance Company or its affiliates. In certain states, availability of MetLife's group vision benefits is subject to regulatory approval.

Group legal plans and Family Matters are provided by Hyatt Legal Plans, Inc., a MetLife company, Cleveland, OH. In certain states, group legal plans and Family Matters are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company, Warwick, RI. Payroll deduction required. Like most group benefit programs, benefit programs offered by MetLife and its affiliates contain certain exclusions, exceptions, reductions, limitations, waiting periods, and terms for keeping them in force. For costs and complete details of the coverage, call or write the company.



INTERMEDIARY AND PRODUCER COMPENSATION NOTICE

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third-party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your Products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your Products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of Products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of Products sold through your Intermediary during a one-year period; (2) the amount of premium or fees with respect to Products sold through your Intermediary during a one-year period; (3) the persistency percentage of Products inforce through your Intermediary during a one-year period; (4) the block growth of the Products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a fixed percentage or sliding scale of the premium for Products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Web site at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of Products, and the compensation paid may vary based on a number of factors including the type of Product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Group Renewal For:	City of Port Orange
Coverage Effective Date:	1/1/2020 thru 12/31/2020



**Florida
Health Care
Plans**



Plan Benefits		T10 HMO	T48 HMO	T66 HMO
Deductible (Per Person/Family Aggregate)	In-Network	\$0 / \$0	\$0 / \$0	\$250 / \$750
	Out-of-Network	N/A	N/A	N/A
Coinsurance (Plan Pays/Member Pays)	In-Network	15%	15%	10%
	Out-of-Network	N/A	N/A	N/A
Out-of-Pocket Maximum (Plan Pays/Member Pays)	In-Network	\$3,000 / \$6,000	\$5,000 / \$10,000	\$3,000 / \$6,000
	Out-of-Network	N/A	N/A	N/A
Office Services - Family Physician		\$20 Copay	\$25 Copay	\$20 Copay
Office Services - Specialist		\$35 Copay	\$50 Copay	\$35 Copay
Inpatient Hospital Facility		\$200/Admit	\$500/Day (Days 1-5)	Deductible+10%
Emergency Room Facility		\$100 Copay	\$100 Copay	\$100 Copay
Urgent Care Centers		\$60 Copay	\$75 Copay	\$50 Copay
Retail Pharmacy Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access		FHCP Pharmacy / Walgreens		
Formulary Preferred Generic		\$3 / \$15		
Formulary Non-Preferred Generic		\$10 / \$15		
Formulary Preferred Brand		\$30 / \$35		
Formulary Non-Preferred Brand		\$55 / \$60		
Pre-Approved, Pre-Certified Specialty Drug Formulary Preferred Specialty Non-Preferred Specialty		FHCP Pharmacy Only 15% Coins 25% Coins		

Coverage Tier	Current Subscribers	RENEWAL RATES	ALTERNATE RATES	
Employee Only	133	\$724.91	\$693.70	\$657.82
Employee /Child(ren)	10	\$1,280.20	\$1,225.07	\$1,161.71
Employee/Spouse	24	\$1,280.20	\$1,225.07	\$1,161.71
Employee Family	22	\$1,570.16	\$1,502.54	\$1,424.83
Total Monthly Premium	189	\$174,483.49	\$166,969.69	\$158,334.09
Total Current Annual Premium		\$2,015,208.74		
Total Renewal Annual Premium		\$2,093,801.88	\$2,003,636.22	\$1,900,009.06
		3.9%	-0.6%	-5.7%

This document should be used only for plan pricing. The benefits are for illustrative purposes only. FHCP is not responsible for errors or omissions included in these benefit illustrations. Please refer to SBC's to verify actual benefits.

Group Renewal For:	City of Port Orange
Coverage Effective Date:	1/1/2020 thru 12/31/2020



**Florida
Health Care
Plans**



Plan Benefits		T38 HMO	T44 HMO	T70 HMO
Deductible (Per Person/Family Aggregate)	In-Network Out-of-Network	\$500 / \$1,000 N/A	\$1,000 / \$2,000 N/A	\$1,500 / \$4,500 N/A
Coinsurance (Plan Pays/Member Pays)	In-Network Out-of-Network	20% N/A	20% N/A	20% N/A
Out-of-Pocket Maximum (Plan Pays/Member Pays)	In-Network Out-of-Network	\$4,000 / \$8,000 N/A	\$5,000 / \$10,000 N/A	\$4,500 / \$9,000 N/A
Office Services - Family Physician		\$25 Copay	\$30 Copay	\$30 Copay
Office Services - Specialist		\$50 Copay	\$50 Copay	\$55 Copay
Inpatient Hospital Facility		Deductible+20%	Deductible+20%	Deductible+20%
Emergency Room Facility		\$350 Copay	\$350 Copay	\$250 Copay
Urgent Care Centers		\$100 Copay	\$100 Copay	\$60 Copay
Retail Pharmacy Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access		FHCP Pharmacy / Walgreens		
Formulary Preferred Generic		\$3 / \$15		
Formulary Non-Preferred Generic		\$10 / \$15		
Formulary Preferred Brand		\$30 / \$35		
Formulary Non-Preferred Brand		\$55 / \$60		
Pre-Approved, Pre-Certified Specialty Drug Formulary Preferred Specialty Non-Preferred Specialty		FHCP Pharmacy Only 15% Coins 25% Coins		

Coverage Tier	Current Subscribers	RENEWAL RATES	ALTERNATE RATES	
Employee Only	140	\$595.39	\$589.75	\$569.18
Employee /Child(ren)	10	\$1,051.46	\$1,041.51	\$1,005.17
Employee/Spouse	8	\$1,051.46	\$1,041.51	\$1,005.17
Employee Family	19	\$1,289.61	\$1,277.41	\$1,232.85
Total Monthly Premium	177	\$126,783.44	\$125,583.46	\$121,202.50
Total Current Annual Premium		\$1,464,293.85		
Total Renewal Annual Premium		\$1,521,401.31	\$1,507,001.57	\$1,454,430.03
		3.9%	2.9%	-0.7%

This document should be used only for plan pricing. The benefits are for illustrative purposes only. FHCP is not responsible for errors or omissions included in these benefit illustrations. Please refer to SBC's to verify actual benefits.

Group Renewal For:	City of Port Orange				
Coverage Effective Date:	1/1/2020 thru 12/31/2020	Rates Include Preferred Fitness Certificate			
Plan Benefits		T96 POS HDHP-HSA	T94 POS HDHP-HSA	T11 POS HDHP-HSA Individual	TF1 POS HDHP-HSA Family
Deductible (Per Person/Family Aggregate)					
In-Network		Non-Embedded \$1,350 / \$2,700	Non-Embedded \$1,600 / \$3,200	\$2,500 / NA	Embedded \$2,800 / \$5,600
Out-of-Network		\$2,700 / \$5,200	\$3,000 / \$6,000	\$5,000 / NA	\$5,000 / \$10,000
Coinsurance (Plan Pays/Member Pays)					
In-Network		20%	20%	20%	
Out-of-Network		40%	40%	40%	
Out-of-Pocket Maximum (Plan Pays/Member Pays)					
In-Network		Non-Embedded \$5,000 / \$5,000	Non-Embedded \$3,200 / \$6,400	\$4,000 / NA	Embedded \$6,900 / \$10,800
Out-of-Network		\$10,000 / \$10,000	\$6,000 / \$12,000	\$6,000 / NA	\$8,000 / \$12,000
Office Services - Family Physician		DED + Coins	DED + Coins	DED + Coins	DED + Coins
Office Services - Specialist		DED + Coins	DED + Coins	DED + Coins	DED + Coins
Inpatient Hospital Facility		DED + Coins	DED + Coins	DED + Coins	DED + Coins
Emergency Room Facility		IN NETWORK DED + Coins	IN NETWORK DED + Coins	IN NETWORK DED + Coins	IN NETWORK DED + Coins
Urgent Care Centers		IN NETWORK DED + Coins	IN NETWORK DED + Coins	IN NETWORK DED + Coins	IN NETWORK DED + Coins
Retail Pharmacy For POS/Triple Option Plans: All nationwide Walgreens are available at any time		FHCP Pharmacy / Walgreens			
Formulary Preferred Generic		Ded+\$3 / Ded+\$15			
Formulary Non-Preferred Generic		Ded+\$10 / Ded+\$15			
Formulary Preferred Brand		Ded+\$30 / Ded+\$35			
Formulary Non-Preferred Brand		Ded+\$55 / Ded+\$60			
Pre-Approved, Pre-Certified Specialty Drug Formulary Preferred Specialty Non-Preferred Specialty		FHCP Pharmacy Only Ded+15% Ded+25%			

Coverage Tier	Current Subscribers	RENEWAL RATES	ALTERNATE RATES		
Employee Only	44	\$489.95	\$486.77	\$461.02	
Employee /Child(ren)	6	\$865.26	\$859.63		\$814.16
Employee/Spouse	8	\$865.26	\$859.63		\$814.16
Employee Family	14	\$1,061.24	\$1,054.33		\$998.57
Total Monthly Premium	72	\$48,529.00	\$48,213.14	\$20,284.82	\$25,378.15
Total Current Annual Premium		\$560,488.99			
Total Renewal Annual Premium		\$582,348.06	\$578,557.67	\$547,955.60	
		3.9%	3.2%	-2.2%	

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Rates Include Preferred Fitness Certificate

City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018	Current:	Renewal:	Current:	Renewal:
Plan Type	HMO	HMO	HMO	HMO
Plan Code	T10	T10	T38	T38
Annual Deductible Individual Family	\$0 \$0	\$0 \$0	\$500 \$1,000	\$500 \$1,000
Co-Insurance (Mbr Pays)	15%	15%	20%	20%
Annual Out-of-Pocket Expense Limit Individual Family	\$3,000 \$6,000	\$3,000 \$6,000	\$4,000 \$8,000	\$4,000 \$8,000
Well Baby Care & Child Health Supervision Visits	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Annual Adult Physical Health Screening	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Annual Well Women's Assessment	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Therapeutic Injections/Infusions of Medication	15% Coins	15% Coins	Ded & Coins	Ded & Coins
PCP OV	\$20	\$20	\$25	\$25
Specialist OV	\$35	\$35	\$50	\$50
In-Patient	\$200	\$200	Ded & Coins	Ded & Coins
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)	\$100	\$100	Ded & Coins	Ded & Coins
Emergency Room Visit	\$100	\$100	\$350	\$350
Urgent Care Visit	\$60	\$60	\$100	\$100
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)	Covered In Full 15% Coins	Covered In Full 15% Coins	Covered In Full Ded & Coins	Covered In Full Ded & Coins
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)	Covered In Full 15% Coins	Covered In Full 15% Coins	Ded & Coins	Ded & Coins
Durable Medical Equipment	15% Coins	15% Coins	Ded & Coins	Ded & Coins
PHARMACY	Pharmacy Copays Included in Medical OOP Maximum		Pharmacy Copays Included in Medical OOP Maximum	
Formulary Preferred Generic	FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A		FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A	
Formulary Non-Preferred Generic	FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15		FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15	
Formulary Preferred Brand	FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35		FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35	
Formulary Non-Preferred Brand	FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60		FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60	
Pre-Approved, Pre-Certified Specialty Drug Formulary	FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A		FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A	
RATES	Group # 000075		Group # 00H075	
Single	\$658.21	\$697.70	\$540.60	\$573.04
EE & Child(ren)	\$1,162.40	\$1,232.14	\$954.71	\$1,011.99
EE & Spouse	\$1,162.40	\$1,232.14	\$954.71	\$1,011.99
Family < 7 Members	\$1,425.68	\$1,511.22	\$1,170.95	\$1,241.21
Family 7 + Members	\$1,425.68	\$1,511.22	\$1,170.95	\$1,241.21

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Subs:	Monthly Premium:	Monthly Premium:
Single	143	\$94,123.94	\$99,771.37	91	\$49,195.03	\$52,146.73
EE & Child(ren)	12	\$13,948.77	\$14,785.70	10	\$9,547.08	\$10,119.99
EE & Spouse	25	\$29,059.94	\$30,803.54	11	\$10,501.79	\$11,131.89
Family < 7 Members	28	\$39,919.08	\$42,314.23	21	\$24,589.94	\$26,065.34
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	208	\$177,051.74	\$187,674.84	133	\$93,833.83	\$99,463.86

Total Annual Premium:	\$2,124,620.83	\$2,252,098.07	\$1,126,006.02	\$1,193,566.38
Percent Change:		6.0%		6.0%

Total Current Group Annual Premium:	\$3,814,876.98
Total Renewal Group Annual Premium:	\$4,043,919.38
Total Renewal Rate Increase for Group:	6.0%

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018	Current:	Renewal:	Current:	Renewal:
Plan Type	POS	POS	Non-Embedded Ded & OOP Max POS HDHP-HSA	Non-Embedded Ded & OOP Max POS HDHP-HSA
Plan Code	T34	T34	T96	T96
Annual Deductible	In Net	Out of Net	In Net	Out of Net
Individual	\$0	\$2,000	\$1,300	\$2,600
Family	\$0	\$4,000	\$2,600	\$5,200
Co-Insurance (Mbr Pays)	10%	50%	20%	40%
Annual Out-of-Pocket Expense Limit	\$3,000	\$6,000	\$5,000	\$10,000
Individual	\$6,000	\$12,000	\$10,000	\$20,000
Family				
Well Baby Care & Child Health Supervision Visits	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Annual Adult Physical Health Screening	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Annual Well Women's Assessment	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Therapeutic Injections/Infusions of Medication	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins
PCP OV	\$20	Ded & Coins	Ded & Coins	Ded & Coins
Specialist OV	\$35	Ded & Coins	Ded & Coins	Ded & Coins
In-Patient	\$250 day Days 1-5	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Surgery				
Ambulatory Surgical Center Facility	\$100	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)				
Emergency Room Visit	\$100	Same as In-Network	Ded & Coins	Same as In-Network
Urgent Care Visit	\$60	Same as In-Network	Ded & Coins	Same as In-Network
Lab (Independent Clinical Lab) & X-Ray				
Independent Diagnostic Testing Facility/Provider's Office	Covered in Full	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)	10% Coins			
Advanced Imaging Services				
Independent Diagnostic Testing Facility/Provider's Office	Covered in Full	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)	10% Coins			
Durable Medical Equipment	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins
PHARMACY	Pharmacy Copays Included in Medical OOP Maximum		Pharmacy Copays Included in Medical OOP Maximum	
Formulary Preferred Generic	FHCP Pharmacy - \$3	Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$3	Walgreens Pharmacy - N/A
Formulary Non-Preferred Generic	FHCP Pharmacy - \$10	Walgreens Pharmacy - \$15	FHCP Pharmacy - Ded+\$10	Walgreens Pharmacy - Ded+\$15
Formulary Preferred Brand	FHCP Pharmacy - \$30	Walgreens Pharmacy - \$35	FHCP Pharmacy - Ded+\$30	Walgreens Pharmacy - Ded+\$35
Formulary Non-Preferred Brand	FHCP Pharmacy - \$55	Walgreens Pharmacy - \$60	FHCP Pharmacy - Ded+\$55	Walgreens Pharmacy - Ded+\$60
Pre-Approved, Pre-Certified Specialty Drug Formulary	FHCP Pharmacy - \$125	Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$125	Walgreens Pharmacy - N/A
RATES	Group # 00C075		Group # 00L075	
Single	\$662.81	\$702.58	\$444.68	\$471.56
EE & Child(ren)	\$1,170.53	\$1,240.76	\$785.31	\$832.78
EE & Spouse	\$1,170.53	\$1,240.76	\$785.31	\$832.78
Family < 7 Members	\$1,435.66	\$1,521.79	\$963.19	\$1,021.41
Family 7 + Members	\$1,435.66	\$1,521.79	\$963.19	\$1,021.41

Renewal Census	Subs:	Monthly Premium	Monthly Premium	Subs:	Monthly Premium	Monthly Premium
Single	13	\$8,616.58	\$9,133.58	24	\$10,672.42	\$11,317.52
EE & Child(ren)	2	\$2,341.06	\$2,481.52	3	\$2,355.94	\$2,498.34
EE & Spouse	2	\$2,341.06	\$2,481.52	8	\$6,282.50	\$6,662.25
Family < 7 Members	4	\$5,742.62	\$6,087.18	9	\$8,668.67	\$9,192.66
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	21	\$19,041.33	\$20,183.81	44	\$27,979.52	\$29,670.77

Total Annual Premium:	\$228,495.92	\$242,205.67	\$335,754.22	\$356,049.26
Percent Change:		6.0%		6.0%

Total Current Group Annual Premium:	\$3,814,876.98
Total Renewal Group Annual Premium:	\$4,043,919.38
Total Renewal Rate Increase for Group:	6.0%

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 000075										
Current:	Renewal:	Alternate HMO Plans:								
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T10	T10	T49	T45	T48	T18	T39	T60	T65	T75	
\$0	\$0	\$0	\$0	\$0	\$250 \$750	\$250 \$500	\$500 \$1,500	\$500 \$1,500	\$500 \$1,500	\$500 \$1,500
15%	15%	10%	15%	15%	10%	10%	10%	30%	30%	30%
\$3,000 \$6,000	\$3,000 \$6,000	\$4,000 \$8,000	\$5,000 \$10,000	\$5,000 \$10,000	\$4,000 \$8,000	\$3,500 \$7,000	\$3,000 \$6,000	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
15% Coins	15% Coins	10% Coins	5% Coins	5% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$20	\$20	\$20	\$20	\$25	\$20	\$20	\$20	\$20	\$20	\$20
\$35	\$35	\$35	\$35	\$50	\$35	\$40	\$35	\$35	\$35	\$35
\$200/Admit	\$200/Admit	10% Coins	\$500/Day (Days 1-5)	\$500/Day (Days 1-5)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	\$100	10% Coins	\$200	\$200	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	\$100	10% Coins	\$100	\$100	\$100	\$350	\$100	\$100	\$100	\$150
\$60	\$60	10% Coins	\$60	\$75	\$50	\$100	\$50	\$50	\$50	\$75
Covered In Full 15% Coins	Covered In Full 15% Coins	\$0 (Lab) 10% Coins (X-Ray) 10% Coins	Covered In Full 15% Coins	\$0 (Lab) \$35 (X-Ray) 15% Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins
Covered In Full 15% Coins	Covered In Full 15% Coins	10% Coins	Covered In Full 15% Coins	\$100 15% Coins	\$75 Ded & Coins	Ded & Coins	\$150 Ded & Coins	\$150 Ded & Coins	\$150 Ded & Coins	Ded & Coins
15% Coins	15% Coins	10% Coins	15% Coins	15% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum										
FHCP Pharmacy - \$3					Walgreens Pharmacy - N/A					
FHCP Pharmacy - \$10					Walgreens Pharmacy - \$15					
FHCP Pharmacy - \$30					Walgreens Pharmacy - \$35					
FHCP Pharmacy - \$55					Walgreens Pharmacy - \$60					
FHCP Pharmacy - \$125					Walgreens Pharmacy - NA					
\$658.21	\$697.70	\$677.93	\$675.44	\$666.98	\$631.66	\$614.66	\$602.08	\$579.18	\$574.29	\$574.29
\$1,162.40	\$1,232.14	\$1,197.22	\$1,192.82	\$1,177.88	\$1,115.52	\$1,085.49	\$1,063.27	\$1,022.84	\$1,014.19	\$1,014.19
\$1,162.40	\$1,232.14	\$1,197.22	\$1,192.82	\$1,177.88	\$1,115.52	\$1,085.49	\$1,063.27	\$1,022.84	\$1,014.19	\$1,014.19
\$1,425.68	\$1,511.22	\$1,468.39	\$1,462.99	\$1,444.67	\$1,368.18	\$1,331.35	\$1,304.10	\$1,254.51	\$1,243.91	\$1,243.91
\$1,425.68	\$1,511.22	\$1,468.39	\$1,462.99	\$1,444.67	\$1,368.18	\$1,331.35	\$1,304.10	\$1,254.51	\$1,243.91	\$1,243.91

Renewal Census	Subs:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$178,374.74	\$189,077.22	\$183,718.67	\$183,042.95	\$180,750.42	\$171,180.45	\$166,572.69	\$163,162.70	\$156,959.06	\$155,632.08
EE & Child(ren)	27	\$31,384.74	\$33,267.82	\$32,324.99	\$32,206.10	\$31,802.74	\$30,118.92	\$29,308.19	\$28,708.21	\$27,616.69	\$27,383.21
EE & Spouse	46	\$53,470.30	\$56,678.51	\$55,072.21	\$54,869.66	\$54,182.44	\$51,313.71	\$49,932.47	\$48,910.28	\$47,050.65	\$46,652.87
Family < 7 Members	62	\$88,392.25	\$93,695.79	\$91,040.39	\$90,705.55	\$89,569.50	\$84,827.18	\$82,543.83	\$80,854.04	\$77,779.88	\$77,122.30
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$351,622.02	\$372,719.34	\$362,156.27	\$360,824.27	\$356,305.10	\$337,440.25	\$328,357.18	\$321,635.22	\$309,406.28	\$306,790.47

Total Annual Premium:	\$4,219,464.26	\$4,472,632.11	\$4,345,875.20	\$4,329,891.19	\$4,275,661.20	\$4,049,283.02	\$3,940,286.11	\$3,859,622.62	\$3,712,875.37	\$3,681,485.58
Percent Difference:		6.0%	3.0%	2.6%	1.3%	-4.0%	-6.6%	-8.5%	-12.0%	-12.7%
		Renewal								

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075							
Current:	Renewal:	Alternate HMO Plans:					
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T40	T44	T41	T70	T64	TA8
\$500 \$1,000	\$500 \$1,000	\$1,000 \$3,000	\$1,000 \$2,000	\$1,000 \$2,000	\$1,500 \$4,500	\$2,000 \$4,000	\$2,000 \$6,000
20%	20%	10%	20%	20%	20%	30%	30%
\$4,000 \$8,000	\$4,000 \$8,000	\$4,000 \$8,000	\$5,000 \$10,000	\$5,000 \$10,000	\$4,500 \$9,000	\$4,000 \$8,000	\$6,500 \$13,000
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & 5% Coins	Ded & Coins
\$25	\$25	\$25	\$30	\$30	\$30	\$20	\$35
\$50	\$50	\$50	\$50	\$50	\$55	\$35	\$65
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	\$200	\$300 \$500	Ded & Coins	\$200	Ded & Coins	\$250 \$500
\$350	\$350	\$250	\$350	\$350	\$250	\$100	\$300
\$100	\$100	\$75	\$100	\$100	\$60	\$50	\$75
Covered In Full Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins
Ded & Coins	Ded & Coins	\$250 Ded & Coins	\$250 Ded & Coins	\$200 Ded & Coins	\$200 Ded & Coins	Ded & Coins	\$200 Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum							
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A			
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15			
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35			
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60			
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA			
\$540.60	\$573.04	\$582.88	\$564.67	\$560.74	\$544.42	\$536.07	\$510.74
\$954.71	\$1,011.99	\$1,029.37	\$997.21	\$990.26	\$961.44	\$946.70	\$901.97
\$954.71	\$1,011.99	\$1,029.37	\$997.21	\$990.26	\$961.44	\$946.70	\$901.97
\$1,170.95	\$1,241.21	\$1,262.52	\$1,223.07	\$1,214.56	\$1,179.21	\$1,161.13	\$1,106.27
\$1,170.95	\$1,241.21	\$1,262.52	\$1,223.07	\$1,214.56	\$1,179.21	\$1,161.13	\$1,106.27

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$155,294.10	\$157,961.28	\$153,025.27	\$151,960.19	\$147,537.51	\$145,274.66	\$138,411.03
EE & Child(ren)	27	\$25,777.11	\$27,323.74	\$27,793.03	\$26,924.54	\$26,737.14	\$25,958.98	\$25,560.83	\$24,353.19
EE & Spouse	46	\$43,916.56	\$46,551.56	\$47,351.08	\$45,871.44	\$45,552.17	\$44,226.41	\$43,548.09	\$41,490.62
Family < 7 Members	62	\$72,598.88	\$76,954.82	\$78,276.52	\$75,830.51	\$75,302.72	\$73,111.10	\$71,989.76	\$68,588.54
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$306,124.21	\$311,381.91	\$301,651.76	\$299,552.23	\$290,833.99	\$286,373.34	\$272,843.37

Total Annual Premium:	\$3,465,557.09	\$3,673,490.51	\$3,736,582.92	\$3,619,821.17	\$3,594,626.74	\$3,490,007.88	\$3,436,480.04	\$3,274,120.50
Percent Difference:		6.0%	7.8%	4.5%	3.7%	0.7%	-0.8%	-5.5%
		Renewal						

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075									
Current:	Renewal:	Alternate HMO Plans:							
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T78	T56	T72	T71	T61	T68	T67	
\$500 \$1,000	\$500 \$1,000	\$2,000 \$6,000	\$2,500 \$5,000	\$2,500 \$7,500	\$2,500 \$7,500	\$2,500 \$5,000	\$3,000 \$9,000	\$3,500 \$5,000	
20%	20%	20%	20%	20%	30%	30%	20%	30%	
\$4,000 \$8,000	\$4,000 \$8,000	\$6,500 \$13,000	\$5,000 \$10,000	\$6,500 \$13,000	\$6,500 \$13,000	\$5,000 \$10,000	\$6,350 \$12,700	\$6,350 \$12,700	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
\$25 \$50	\$25 \$50	\$35 \$65	\$35 \$50	\$35 \$65	\$25 \$45	\$25 \$50	\$40 \$65	\$40 \$65	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	\$300 Ded & Coins	Ded & Coins	Ded & Coins	\$350 Ded & Coins	Ded & Coins	
\$350	\$350	\$300	\$200	\$350	\$300	Ded & Coins	\$400	\$300	
\$100	\$100	\$70	\$50	\$85	\$85	Ded & Coins	\$100	\$85	
Covered In Full Ded & Coins	Covered In Full Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	\$0 (Lab) \$65 (X-Ray) Ded & Coins	
Ded & Coins	Ded & Coins	\$300 Ded & Coins	Ded & Coins	\$200 Ded & Coins	Ded & Coins	Ded & Coins	\$200 Ded & Coins	\$200 Ded & Coins	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
Pharmacy Copays Included in Medical OOP Maximum									
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A					
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15					
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35					
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60					
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA					
\$540.60	\$573.04	\$507.58	\$471.04	\$465.87	\$463.54	\$460.19	\$445.12	\$438.72	
\$954.71	\$1,011.99	\$896.39	\$831.86	\$822.73	\$818.61	\$812.70	\$786.08	\$774.78	
\$954.71	\$1,011.99	\$896.39	\$831.86	\$822.73	\$818.61	\$812.70	\$786.08	\$774.78	
\$1,170.95	\$1,241.21	\$1,099.43	\$1,020.27	\$1,009.08	\$1,004.03	\$996.77	\$964.13	\$950.27	
\$1,170.95	\$1,241.21	\$1,099.43	\$1,020.27	\$1,009.08	\$1,004.03	\$996.77	\$964.13	\$950.27	

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$155,294.10	\$137,555.47	\$127,652.01	\$126,251.70	\$125,619.64	\$124,711.70	\$120,627.75	\$118,893.94
EE & Child(ren)	27	\$25,777.11	\$27,323.74	\$24,202.66	\$22,460.16	\$22,213.78	\$22,102.57	\$21,942.82	\$21,224.25	\$20,919.19
EE & Spouse	46	\$43,916.56	\$46,551.56	\$41,234.16	\$38,265.46	\$37,845.69	\$37,656.22	\$37,384.06	\$36,159.84	\$35,640.10
Family < 7 Members	62	\$72,598.88	\$76,954.82	\$68,164.57	\$63,256.99	\$62,563.07	\$62,249.86	\$61,799.94	\$59,776.17	\$58,916.99
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$306,124.21	\$271,156.86	\$251,634.62	\$248,874.24	\$247,628.29	\$245,838.52	\$237,788.00	\$234,370.23

Total Annual Premium:	\$3,465,557.09	\$3,673,490.51	\$3,253,882.34	\$3,019,615.41	\$2,986,490.93	\$2,971,539.47	\$2,950,062.25	\$2,853,456.05	\$2,812,442.82
Percent Difference:		6.0%	-6.1%	-12.9%	-13.8%	-14.3%	-14.9%	-17.7%	-18.8%
		Renewal							

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075								
Current:	Renewal:	Alternate HMO Plans:						
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T81	T12	T69	T57	T13	T15	T82
\$500 \$1,000	\$500 \$1,000	\$2,500 \$5,000	\$3,000 \$6,000	\$5,000 \$10,000	\$5,000 \$10,000	\$4,000 \$8,000	\$5,000 \$10,000	\$3,500 \$7,000
20%	20%	30%	50%	30%	30%	50%	30%	40%
\$4,000 \$8,000	\$4,000 \$8,000	\$5,000 \$10,000	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,000 \$12,000
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$25	\$25	Ded & Coins	\$50	\$30	\$40	\$50	\$40	Ded & Coins
\$50	\$50	Ded & Coins	\$75	\$55	\$65	\$75	\$80	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins							
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$350	\$350	Ded & Coins	Ded & Coins	\$300	\$300	Ded & Coins	Ded & Coins	Ded & Coins
\$100	\$100	Ded & Coins	Ded & Coins	\$75	\$85	Ded & Coins	Ded & Coins	Ded & Coins
Covered In Full Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) \$65 (X-Ray) Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	\$200 Ded & Coins	Ded & Coins	\$200 Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum								
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A				
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15				
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35				
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60				
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA				
\$540.60	\$573.04	\$418.81	\$414.65	\$404.74	\$403.20	\$396.88	\$383.82	\$366.49
\$954.71	\$1,011.99	\$739.61	\$732.28	\$714.78	\$712.06	\$700.88	\$677.83	\$647.21
\$954.71	\$1,011.99	\$739.61	\$732.28	\$714.78	\$712.06	\$700.88	\$677.83	\$647.21
\$1,170.95	\$1,241.21	\$907.14	\$898.14	\$876.67	\$873.34	\$859.63	\$831.36	\$793.81
\$1,170.95	\$1,241.21	\$907.14	\$898.14	\$876.67	\$873.34	\$859.63	\$831.36	\$793.81

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$155,294.10	\$113,496.98	\$112,370.79	\$109,685.40	\$109,268.10	\$107,553.50	\$104,016.05	\$99,317.50
EE & Child(ren)	27	\$25,777.11	\$27,323.74	\$19,969.60	\$19,771.45	\$19,298.96	\$19,225.54	\$18,923.86	\$18,301.45	\$17,474.75
EE & Spouse	46	\$43,916.56	\$46,551.56	\$34,022.29	\$33,684.70	\$32,879.72	\$32,754.63	\$32,240.65	\$31,180.25	\$29,771.79
Family < 7 Members	62	\$72,598.88	\$76,954.82	\$56,242.57	\$55,684.49	\$54,353.77	\$54,146.98	\$53,297.32	\$51,544.37	\$49,216.03
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$306,124.21	\$223,731.44	\$221,511.44	\$216,217.85	\$215,395.25	\$212,015.34	\$205,042.12	\$195,780.07

Total Annual Premium:	\$3,465,557.09	\$3,673,490.51	\$2,684,777.25	\$2,658,137.24	\$2,594,614.22	\$2,584,742.96	\$2,544,184.05	\$2,460,505.49	\$2,349,360.86
Percent Difference:		6.0%	-22.5%	-23.3%	-25.1%	-25.4%	-26.6%	-29.0%	-32.2%
		Renewal							

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Rates Include Preferred Fitness Certificate

Group # 00H075			
Current:	Renewal:	Alternate HMO Plans:	
HMO	HMO	Non-Embedded HMO-H.S.A.	Non-Embedded HMO-H.S.A.
T38	T38	T83	T84
\$500 \$1,000	\$500 \$1,000	Non-Embedded \$1,500 \$3,000	Non-Embedded \$1,600 \$3,200
20%	20%	10%	20%
\$4,000 \$8,000	\$4,000 \$8,000	Non-Embedded \$3,000 \$6,000	Non-Embedded \$3,200 \$6,400
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$25	\$25	Ded & Coins	Ded & Coins
\$50	\$50	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$350	\$350	Ded & Coins	Ded & Coins
\$100	\$100	Ded & Coins	Ded & Coins
Covered In Full Ded & Coins	Covered In Full Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum			
FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$3 Walgreens Pharmacy - N/A		
FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15	FHCP Pharmacy - Ded+\$10 Walgreens Pharmacy - Ded+\$15		
FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35	FHCP Pharmacy - Ded+\$30 Walgreens Pharmacy - Ded+\$35		
FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60	FHCP Pharmacy - Ded+\$55 Walgreens Pharmacy - Ded+\$60		
FHCP Pharmacy - \$125 Walgreens Pharmacy - NA	FHCP Pharmacy - Ded+\$125 Walgreens Pharmacy - N/A		
\$540.60	\$573.04	\$471.20	\$457.16
\$954.71	\$1,011.99	\$832.13	\$807.35
\$954.71	\$1,011.99	\$832.13	\$807.35
\$1,170.95	\$1,241.21	\$1,020.61	\$990.22
\$1,170.95	\$1,241.21	\$1,020.61	\$990.22

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$155,294.10	\$127,693.88	\$123,891.55
EE & Child(ren)	27	\$25,777.11	\$27,323.74	\$22,467.53	\$21,798.51
EE & Spouse	46	\$43,916.56	\$46,551.56	\$38,278.01	\$37,138.21
Family < 7 Members	62	\$72,598.88	\$76,954.82	\$63,277.74	\$61,393.52
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$306,124.21	\$251,717.16	\$244,221.80

Total Annual Premium:	\$3,465,557.09	\$3,673,490.51	\$3,020,605.87	\$2,930,661.59
Percent Difference:		6.0%	-12.8%	-15.4%
		Renewal		

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type & Plan Code	Network
Annual Deductible	Individual
Family	
Co-Insurance (Mbr Pays)	
Annual Out-of-Pocket Expense Limit	Individual
Family	
Well Baby Care & Child Health Supervision Visits	
Annual Adult Physical Health Screening	
Annual Well Women's Assessment	
Other Preventive Services (includes screening mammogram, screening colonoscopy, and immunizations)	
Therapeutic Injections/Infusions of Medication	
PCP OV	
Specialist OV	
In-Patient	
Outpatient Surgery	Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit	
Urgent Care Visit	
Lab (Independent Clinical Lab) & X-Ray	Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services	Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment	
PHARMACY	All nationwide Walgreens are available at any time
Formulary Preferred Generic	
Formulary Non-Preferred Generic	
Formulary Preferred Brand	
Formulary Non-Preferred Brand	
Pre-Approved, Pre-Certified Specialty Drug Formulary	
RATES	
Single	
EE & Child(ren)	
EE & Spouse	
Family < 7 Members	
Family 7 + Members	
Renewal Census	Subs:
Single	271
EE & Child(ren)	27
EE & Spouse	46
Family < 7 Members	62
Family 7 + Members	0
Totals:	406

Total Annual Premium:	
Percent Difference:	

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Rates Include Preferred Fitness Certificate

Group # 00C075									
Current:		Renewal:		Alternate POS Plans:					
POS - T34		POS - T34		POS - T36		POS - T37		POS - T76	
In Net	Out of Net	In Net	Out of Net	In Net	Out of Net	In Net	Out of Net	In Net	Out of Net
\$0	\$2,000 \$4,000	\$0	\$2,000 \$4,000	\$500 \$1,500	\$1,500 \$3,000	\$1,000 \$2,000	\$2,000 \$4,000	\$1,500 Per Person	\$4,500 Per Person
10%	50%	10%	50%	10%	30%	10%	30%	10%	50%
\$3,000 \$6,000	\$6,000 \$12,000	\$3,000 \$6,000	\$6,000 \$12,000	\$3,000 \$6,000	\$4,000 \$8,000	\$4,000 \$8,000	\$4,000 \$8,000	\$6,000 \$12,000	\$10,000 \$20,000
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
10% Coins	Ded & Coins	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$20	Ded & Coins	\$20	Ded & Coins	\$20	Ded & Coins	\$20	Ded & Coins	\$35	Ded & Coins
\$35	Ded & Coins	\$35	Ded & Coins	\$35	Ded & Coins	\$35	Ded & Coins	\$50	Ded & Coins
\$250/Day (Days 1-5)	Ded & Coins	\$250/Day (Days 1-5)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	Ded & Coins	\$100	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	Same as In-Network	\$100	Same as In-Network	\$100	Same as In-Network	Ded & Coins	Same as In-Network	Ded & Coins	Same as In-Network
\$60	Same as In-Network	\$60	Same as In-Network	\$50	Same as In-Network	Ded & Coins	Same as In-Network	10% Coins	Same as In-Network
Covered In Full 10% Coins	Ded & Coins	Covered In Full 10% Coins	Ded & Coins	Covered In Full Ded & Coins	Ded & Coins	Covered In Full Ded & Coins	Ded & Coins	\$0 (Lab) \$50 (X-Ray) Ded & Coins	Ded & Coins
Covered In Full 10% Coins	Ded & Coins	Covered In Full 10% Coins	Ded & Coins	\$150 Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
10% Coins	Ded & Coins	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum									
FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A									
FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15									
FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35									
FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60									
FHCP Pharmacy - \$125 Walgreens Pharmacy - NA									
\$662.81	\$702.58	\$663.13	\$593.02	\$547.78					
\$1,170.53	\$1,240.76	\$1,171.09	\$1,047.28	\$967.37					
\$1,170.53	\$1,240.76	\$1,171.09	\$1,047.28	\$967.37					
\$1,435.66	\$1,521.79	\$1,436.34	\$1,284.49	\$1,186.48					
\$1,435.66	\$1,521.79	\$1,436.34	\$1,284.49	\$1,186.48					
Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium					
\$179,622.65	\$190,400.01	\$179,708.09	\$160,709.58	\$148,447.23					
\$31,604.31	\$33,500.56	\$31,619.34	\$28,276.58	\$26,119.04					
\$53,844.37	\$57,075.04	\$53,869.99	\$48,174.92	\$44,499.11					
\$89,010.64	\$94,351.28	\$89,052.98	\$79,638.41	\$73,561.90					
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
\$354,081.97	\$375,326.89	\$354,250.40	\$316,799.49	\$292,627.29					
\$4,248,983.67	\$4,503,922.69	\$4,251,004.79	\$3,801,593.91	\$3,511,527.50					
6.0%	0.0%	-10.5%	-17.4%						
Renewal									

City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Code & Plan Type
BENEFITS
Annual Deductible
Individual
Family
Co-Insurance
Annual Out-of-Pocket Expense Limit
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
Primary Care Physician OV
Specialist OV
In-Patient
Outpatient Surgery
Ambulatory Surgical Center Facility
Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray
Independent Diagnostic Testing Facility/Provider's Office
Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services
Independent Diagnostic Testing Facility/Provider's Office
Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY
All nationwide Walgreens are available at any time
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary

Rates Include Preferred Fitness Certificate

Alternate Triple Option Plans:

T05 - Triple Option			T09 - Triple Option			T07 - Triple Option			T06 - Triple Option		
In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3
\$0	\$500 \$1000	\$1000 \$2000	\$250 \$500	\$500 \$1000	\$1000 \$2000	\$500 \$1000	\$1000 \$2000	\$2000 \$4000	\$1000 \$2000	\$2000 \$4000	\$3000 \$6000
10%	20%	40%	10%	20%	30%	10%	20%	30%	10%	30%	40%
\$5000 \$10,000	\$5000 \$10,000	\$7000 \$14,000	\$2500 \$5000	\$2500 \$5000	\$5000 \$10,000	\$4000 \$8000	\$4000 \$8000	\$6000 \$12,000	\$4000 \$8,000	\$4000 \$8,000	\$6000 \$12,000
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$20	\$30	Ded & Coins	\$20	\$35	Ded & Coins	\$20	\$35	Ded & Coins	\$20	\$35	Ded & Coins
\$35	Ded & Coins	Ded & Coins	\$35	\$60	Ded & Coins	\$35	\$60	Ded & Coins	\$35	\$60	Ded & Coins
10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
10% Coins	Same as In-Network	Same as In-Network	\$100	Same as In-Network	Same as In-Network	\$100	Same as In-Network	Same as In-Network	Ded & Coins	Same as In-Network	Same as In-Network
10% Coins	Same as In-Network	Same as In-Network	\$75	Same as In-Network	Same as In-Network	\$75	Same as In-Network	Same as In-Network	Ded & Coins	Same as In-Network	Same as In-Network
\$0 (Lab) 10% Coins (X-Ray) 10% Coins	NA	Ded & Coins	Covered In Full Ded & Coins	NA	Ded & Coins	Covered In Full Ded & Coins	NA	Ded & Coins	Covered In Full Ded & Coins	NA	Ded & Coins
10% Coins	NA	Ded & Coins	\$150 Ded & Coins	NA	Ded & Coins	\$150 Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum											
FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A											
FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15											
FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35											
FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60											
FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A											

Option 1: HMO **Participating** Provider Network

Option 2: **FHCP's Expanded Physician Network** - VHN's EPO Network, BCBSF HMO Network (Outside Volusia and Flagler Counties, but within the State of FL), BCBSF BlueCard Providers (Outside the State of FL)

Option 3: **Non-Participating providers** who do not participate in either FHCP's HMO or EPN Network. Please note that charges in excess of allowable may apply (Balance Billing).

RATES	
Single	\$752.51
EE & Child(ren)	\$1,328.94
EE & Spouse	\$1,328.94
Family < 7 Members	\$1,629.94
Family 7 + Members	\$1,629.94

Renewal Census	Subs:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$203,930.71	\$198,158.35	\$195,041.69	\$185,857.59
EE & Child(ren)	27	\$35,881.27	\$34,865.63	\$34,317.26	\$32,701.34
EE & Spouse	46	\$61,131.05	\$59,400.71	\$58,466.45	\$55,713.39
Family < 7 Members	62	\$101,056.32	\$98,195.87	\$96,651.44	\$92,100.32
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$401,999.36	\$390,620.56	\$384,476.84	\$366,372.64

Total Annual Premium:	\$4,823,992.31	\$4,687,446.74	\$4,613,722.04	\$4,396,471.67
Percent Difference:	13.5%	10.3%	8.6%	3.5%

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City of Port Orange

Group #: 000075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	11	12	26	12	23	15	1	100
single female	7	5	7	4	3	14	3	43
dep male	0	1	4	3	0	0	0	8
dep female	0	2	1	1	0	0	0	4
couple	0	4	4	2	7	6	2	25
family	1	5	8	5	4	4	1	28
large family	0	0	0	0	0	0	0	0
Total	19	29	50	27	37	39	7	208
Group Total								208

City of Port Orange

Group #: 00C075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	0	1	2	2	3	0	0	8
single female	1	0	1	0	1	2	0	5
dep male	0	1	0	0	0	0	0	1
dep female	1	0	0	0	0	0	0	1
couple	0	0	1	1	0	0	0	2
family	0	1	2	1	0	0	0	4
large family	0	0	0	0	0	0	0	0
Total	2	3	6	4	4	2	0	21
Group Total								21

City of Port Orange

Group #: 00H075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	28	14	16	5	7	1	1	72
single female	6	7	3	3	0	0	0	19
dep male	0	2	2	2	0	0	0	6
dep female	1	1	2	0	0	0	0	4
couple	1	2	1	1	3	2	1	11
family	2	7	6	6	0	0	0	21
large family	0	0	0	0	0	0	0	0
Total	38	33	30	17	10	3	2	133
Group Total								133

City of Port Orange

Group #: 00L075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	3	5	2	3	4	0	0	17
single female	0	2	2	2	0	1	0	7
dep male	0	0	3	0	0	0	0	3
dep female	0	0	0	0	0	0	0	0
couple	0	4	1	1	2	0	0	8
family	0	2	5	1	1	0	0	9
large family	0	0	0	0	0	0	0	0
Total	3	13	13	7	7	1	0	44
Group Total								44

City of Port Orange

Group #: ALL

7/1/2017 Total Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	42	32	46	22	37	16	2	197
single female	14	14	13	9	4	17	3	74
dep male	0	4	9	5	0	0	0	18
dep female	2	3	3	1	0	0	0	9
couple	1	10	7	5	12	8	3	46
family	3	15	21	13	5	4	1	62
large family	0	0	0	0	0	0	0	0
Total	62	78	99	55	58	45	9	406
Group Total								406

City of Port Orange

Group #: 000075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	9	10	23	13	27	14	4	100
single female	7	5	8	6	4	13	3	46
dep male	0	3	4	2	1	0	0	10
dep female	0	2	0	0	0	0	0	2
couple	0	4	2	3	10	5	3	27
family	2	4	12	4	5	3	0	30
large family	0	0	0	0	0	0	0	0
Total	18	28	49	28	47	35	10	215
Group Total								215

City of Port Orange

Group #: 00C075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	0	1	4	1	2	0	1	9
single female	0	0	1	0	1	1	0	3
dep male	0	1	0	0	0	0	0	1
dep female	1	0	0	0	0	0	0	1
couple	0	0	1	0	0	0	0	1
family	0	0	1	1	0	0	0	2
large family	0	0	0	0	0	0	0	0
Total	1	2	7	2	3	1	1	17
Group Total								17

City of Port Orange

Group #: 00H075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	26	20	16	5	6	3	0	76
single female	7	6	3	2	0	0	0	18
dep male	0	2	1	2	0	0	0	5
dep female	1	2	2	0	0	0	0	5
couple	1	0	2	0	2	1	1	7
family	3	8	8	2	0	0	0	21
large family	0	0	0	0	0	0	0	0
Total	38	38	32	11	8	4	1	132
Group Total								132

City of Port Orange

Group #: 00L075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	3	5	2	3	3	1	0	17
single female	0	1	1	2	0	1	0	5
dep male	0	2	0	0	0	0	0	2
dep female	0	0	0	0	0	0	0	0
couple	0	2	1	0	1	0	0	4
family	0	1	6	0	2	1	0	10
large family	0	0	0	0	0	0	0	0
Total	3	11	10	5	6	3	0	38
Group Total								38

City of Port Orange

Group #: ALL

7/1/2016 Total Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	38	36	45	22	38	18	5	202
single female	14	12	13	10	5	15	3	72
dep male	0	8	5	4	1	0	0	18
dep female	2	4	2	0	0	0	0	8
couple	1	6	6	3	13	6	4	39
family	5	13	27	7	7	4	0	63
large family	0	0	0	0	0	0	0	0
Total	60	79	98	46	64	43	12	402
Group Total								402

City of Port Orange
Market Summary for 1/1/20-12/31/20

Medical

Aetna	Market Check - estimated to be 10% over renewal
Cigna	Market Check - estimated to be 9% over current
Florida Healthcare	Current Carrier
United Healthcare	Market Check -estimated to be 9.1% over renewal
Humana	Market Check - estimated to be 20% over renewal
Health First	Declined due to uncompetitive rates

Ancillaries

Florida Combined Life
Eyemed
Guardian
Lincoln Financial
Metlife
Principal
Standard

Dental

Declined to quote
N/A
Rates - 12% over current
*Rates - 6.5% under current
Current Carrier
Declined to quote
Rates - 9.1% over current

Life

Declined to quote
N/A
No quote - industry
Rates - matched current
Current Carrier
Declined to quote
Rates - 12.5% over current

Vision

Declined to quote
See Proposal
Rates - 5% over current
Rates - 6% over current
Current Carrier
Declined to quote
Rates - 12% over current

*Annual savings \$20,000 to move dental to Lincoln, must be sold with another line of coverage

Rates Include Preferred Fitness Certificate

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City of Port Orange - 18 Month Rating

Renewal Date: 7/1/2018 thru 12/31/2019	Current:	Renewal:	Current:	Renewal:
Plan Type	HMO	HMO	HMO	HMO
Plan Code	T10	T10	T38	T38
Limits				
Annual Deductible				
Individual	\$0	\$0	\$500	\$500
Family	\$0	\$0	\$1,000	\$1,000
Co-Insurance (Mbr Pays)	15%	15%	20%	20%
Annual Out-of-Pocket Expense Limit - Includes Pharmacy	\$3,000	\$3,000	\$4,000	\$4,000
Individual	\$6,000	\$6,000	\$8,000	\$8,000
Family				
Preventive Care				
Well Baby Care & Child Health Supervision Visits	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Annual Adult Physical Health Screening	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Annual Well Women's Assessment	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Physician Office Visits				
PCP OV	\$20	\$20	\$25	\$25
Specialist OV	\$35	\$35	\$50	\$50
Hospital Services & Urgent Care				
Inpatient Facility Care	\$200/Admit	\$200/Admit	Ded & Coins	Ded & Coins
Outpatient Surgery				
Ambulatory Surgical Center Facility	\$100	\$100	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)	\$100	\$100	\$350	\$350
Emergency Room Visit	Covered In Full	Covered In Full	Ded & Coins	Ded & Coins
Inpatient & Outpatient Physician Services	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Emergency Room Physician Services	\$60	\$60	\$100	\$100
Urgent Care Visit				
Mental Health Services				
Inpatient Facility Care (per admit)	\$200/Admit	\$200/Admit	Ded & Coins	Ded & Coins
Outpatient Facility Care (per visit)	\$35	\$35	\$50	\$50
Diagnostic Testing *				
* Diagnostic or therapeutic services rendered in locations that are owned and operated by a hospital system are considered by the hospital system to be departments of the hospital. As a result, FHCP will be billed by the hospital for such services, and the member's outpatient hospital benefit will be applied to these claims.				
Lab (Independent Clinical Lab) & X-Ray	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Independent Diagnostic Testing Facility/Provider's Office	15% Coins	15% Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)				
Diagnostic Mammograms	Covered In Full	Covered In Full	Ded & Coins	Ded & Coins
Diagnostic Colonoscopy	Covered In Full	Covered In Full	Ded & Coins	Ded & Coins
Advanced Imaging Services				
Independent Diagnostic Testing Facility/Provider's Office	Covered In Full	Covered In Full	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)	15% Coins	15% Coins		
Other Medical Services				
Durable Medical Equipment	15% Coins	15% Coins	Ded & Coins	Ded & Coins
Home Health Care (60 visits PBP*)	\$15	\$15	Ded & Coins	Ded & Coins
Physical, Speech, and Occupational Therapy (20 visits PBP*)	\$15	\$15	Ded & Coins	Ded & Coins
Skilled Nursing/Rehabilitation Facility (20 Days PBP*)	\$50/Day	\$50/Day	Ded & Coins	Ded & Coins
Therapeutic Injections/Infusions of Medication	15% Coins	15% Coins	Ded & Coins	Ded & Coins
Ambulance (Emergency Transport Only)	\$100	\$100	Ded & Coins	Ded & Coins
Chiropractic Care (per visit) (20 visits PBP*)	\$15	\$15	\$25	\$25
* PBP = Per Benefit Period				
PHARMACY				
Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access.				
Formulary Preferred Generic				
Formulary Non-Preferred Generic				
Formulary Preferred Brand				
Formulary Non-Preferred Brand				
Pre-Approved, Pre-Certified Specialty Drug Formulary				
Preferred Specialty				
Non-Preferred Specialty				
RATES				
Single				
EE & Child(ren)				
EE & Spouse				
Family < 7 Members				
Family 7 + Members				

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Subs:	Monthly Premium:	Monthly Premium:
Single	131	\$91,398.95	\$91,398.95	105	\$60,169.30	\$60,169.30
EE & Child(ren)	10	\$12,321.42	\$12,321.42	15	\$15,179.85	\$15,179.85
EE & Spouse	31	\$38,196.39	\$38,196.39	9	\$9,107.91	\$9,107.91
Family < 7 Members	25	\$37,780.56	\$37,780.56	25	\$31,030.17	\$31,030.17
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	197	\$179,697.32	\$179,697.32	154	\$115,487.24	\$115,487.24

Total Annual Premium:	\$2,156,367.79	\$2,156,367.79	\$1,385,846.83	\$1,385,846.83
Percent Change:		0.0%		0.0%

Total Current Annual Premium:	\$4,116,225.80
Total Renewal Annual Premium:	\$4,116,225.80
Percent Change:	0.0%

Rates Include Preferred Fitness Certificate

City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018	Current:	Renewal:	Current:	Renewal:
Plan Type	HMO	HMO	HMO	HMO
Plan Code	T10	T10	T38	T38
Annual Deductible Individual Family	\$0 \$0	\$0 \$0	\$500 \$1,000	\$500 \$1,000
Co-Insurance (Mbr Pays)	15%	15%	20%	20%
Annual Out-of-Pocket Expense Limit Individual Family	\$3,000 \$6,000	\$3,000 \$6,000	\$4,000 \$8,000	\$4,000 \$8,000
Well Baby Care & Child Health Supervision Visits	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Annual Adult Physical Health Screening	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Annual Well Women's Assessment	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Therapeutic Injections/Infusions of Medication	15% Coins	15% Coins	Ded & Coins	Ded & Coins
PCP OV	\$20	\$20	\$25	\$25
Specialist OV	\$35	\$35	\$50	\$50
In-Patient	\$200	\$200	Ded & Coins	Ded & Coins
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)	\$100	\$100	Ded & Coins	Ded & Coins
Emergency Room Visit	\$100	\$100	\$350	\$350
Urgent Care Visit	\$60	\$60	\$100	\$100
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)	Covered In Full 15% Coins	Covered In Full 15% Coins	Covered In Full Ded & Coins	Covered In Full Ded & Coins
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)	Covered In Full 15% Coins	Covered In Full 15% Coins	Ded & Coins	Ded & Coins
Durable Medical Equipment	15% Coins	15% Coins	Ded & Coins	Ded & Coins
PHARMACY	Pharmacy Copays Included in Medical OOP Maximum		Pharmacy Copays Included in Medical OOP Maximum	
Formulary Preferred Generic	FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A		FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A	
Formulary Non-Preferred Generic	FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15		FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15	
Formulary Preferred Brand	FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35		FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35	
Formulary Non-Preferred Brand	FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60		FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60	
Pre-Approved, Pre-Certified Specialty Drug Formulary	FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A		FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A	
RATES	Group # 000075		Group # 00H075	
Single	\$658.21	\$736.54	\$540.60	\$606.18
EE & Child(ren)	\$1,162.40	\$1,300.72	\$954.71	\$1,070.52
EE & Spouse	\$1,162.40	\$1,300.72	\$954.71	\$1,070.52
Family < 7 Members	\$1,425.68	\$1,595.34	\$1,170.95	\$1,312.99
Family 7 + Members	\$1,425.68	\$1,595.34	\$1,170.95	\$1,312.99

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Subs:	Monthly Premium:	Monthly Premium:
Single	143	\$94,123.94	\$105,324.69	91	\$49,195.03	\$55,162.58
EE & Child(ren)	12	\$13,948.77	\$15,608.68	10	\$9,547.08	\$10,705.18
EE & Spouse	25	\$29,059.94	\$32,518.08	11	\$10,501.79	\$11,775.69
Family < 7 Members	28	\$39,919.08	\$44,669.45	21	\$24,589.94	\$27,572.80
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	208	\$177,051.74	\$198,120.89	133	\$93,833.83	\$105,216.25

Total Annual Premium:	\$2,124,620.83	\$2,377,450.70	\$1,126,006.02	\$1,262,595.02
Percent Change:		11.9%		12.1%

Total Current Group Annual Premium:	\$3,814,876.98
Total Renewal Group Annual Premium:	\$4,271,993.54
Total Renewal Rate Increase for Group:	12.0%

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018	Current:	Renewal:	Current:	Renewal:
Plan Type	POS	POS	Non-Embedded Ded & OOP Max POS HDHP-HSA	Non-Embedded Ded & OOP Max POS HDHP-HSA
Plan Code	T34	T34	T96	T96
Annual Deductible	In Net	Out of Net	In Net	Out of Net
Individual	\$0	\$2,000	\$1,300	\$2,600
Family	\$0	\$4,000	\$2,600	\$5,200
Co-Insurance (Mbr Pays)	10%	50%	20%	40%
Annual Out-of-Pocket Expense Limit	\$3,000	\$6,000	\$5,000	\$10,000
Individual	\$6,000	\$12,000	\$10,000	\$20,000
Family				
Well Baby Care & Child Health Supervision Visits	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Annual Adult Physical Health Screening	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Annual Well Women's Assessment	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Therapeutic Injections/Infusions of Medication	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins
PCP OV	\$20	Ded & Coins	Ded & Coins	Ded & Coins
Specialist OV	\$35	Ded & Coins	Ded & Coins	Ded & Coins
In-Patient	\$250 day Days 1-5	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Surgery				
Ambulatory Surgical Center Facility	\$100	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)				
Emergency Room Visit	\$100	Same as In-Network	Ded & Coins	Same as In-Network
Urgent Care Visit	\$60	Same as In-Network	Ded & Coins	Same as In-Network
Lab (Independent Clinical Lab) & X-Ray				
Independent Diagnostic Testing Facility/Provider's Office	Covered in Full	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)	10% Coins			
Advanced Imaging Services				
Independent Diagnostic Testing Facility/Provider's Office	Covered in Full	Ded & Coins	Ded & Coins	Ded & Coins
Outpatient Hospital Facility Services (per visit)	10% Coins			
Durable Medical Equipment	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins
PHARMACY	Pharmacy Copays Included in Medical OOP Maximum		Pharmacy Copays Included in Medical OOP Maximum	
Formulary Preferred Generic	FHCP Pharmacy - \$3	Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$3	Walgreens Pharmacy - N/A
Formulary Non-Preferred Generic	FHCP Pharmacy - \$10	Walgreens Pharmacy - \$15	FHCP Pharmacy - Ded+\$10	Walgreens Pharmacy - Ded+\$15
Formulary Preferred Brand	FHCP Pharmacy - \$30	Walgreens Pharmacy - \$35	FHCP Pharmacy - Ded+\$30	Walgreens Pharmacy - Ded+\$35
Formulary Non-Preferred Brand	FHCP Pharmacy - \$55	Walgreens Pharmacy - \$60	FHCP Pharmacy - Ded+\$55	Walgreens Pharmacy - Ded+\$60
Pre-Approved, Pre-Certified Specialty Drug Formulary	FHCP Pharmacy - \$125	Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$125	Walgreens Pharmacy - N/A
RATES	Group # 00C075		Group # 00L075	
Single	\$662.81	\$743.06	\$444.68	\$497.71
EE & Child(ren)	\$1,170.53	\$1,312.25	\$785.31	\$878.95
EE & Spouse	\$1,170.53	\$1,312.25	\$785.31	\$878.95
Family < 7 Members	\$1,435.66	\$1,609.47	\$963.19	\$1,078.03
Family 7 + Members	\$1,435.66	\$1,609.47	\$963.19	\$1,078.03

Renewal Census	Subs:	Monthly Premium	Monthly Premium	Subs:	Monthly Premium	Monthly Premium
Single	13	\$8,616.58	\$9,659.81	24	\$10,672.42	\$11,944.93
EE & Child(ren)	2	\$2,341.06	\$2,624.49	3	\$2,355.94	\$2,636.84
EE & Spouse	2	\$2,341.06	\$2,624.49	8	\$6,282.50	\$7,031.58
Family < 7 Members	4	\$5,742.62	\$6,437.89	9	\$8,668.67	\$9,702.27
Family 7 + Members	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Totals:	21	\$19,041.33	\$21,346.68	44	\$27,979.52	\$31,315.63

Total Annual Premium:	\$228,495.92	\$256,160.22	\$335,754.22	\$375,787.61
Percent Change:		12.1%		11.9%

Total Current Group Annual Premium:	\$3,814,876.98
Total Renewal Group Annual Premium:	\$4,271,993.54
Total Renewal Rate Increase for Group:	12.0%

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 000075		Alternate HMO Plans:							
Current:	Renewal:	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T10	T10	T49	T45	T18	T39	T60	T65	T75	
\$0	\$0	\$0	\$0	\$250 \$750	\$250 \$500	\$500 \$1,500	\$500 \$1,500	\$500 \$1,500	
15%	15%	10%	15%	10%	10%	10%	30%	30%	
\$3,000 \$6,000	\$3,000 \$6,000	\$4,000 \$8,000	\$5,000 \$10,000	\$4,000 \$8,000	\$3,500 \$7,000	\$3,000 \$6,000	\$6,600 \$13,200	\$6,000 \$12,000	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
15% Coins	15% Coins	10% Coins	5% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	
\$35	\$35	\$35	\$35	\$35	\$40	\$35	\$35	\$35	
\$200/Admit	\$200/Admit	10% Coins	\$500/Day (Days 1-5)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
\$100	\$100	10% Coins	\$200	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
\$100	\$100	10% Coins	\$100	\$100	\$350	\$100	\$100	\$150	
\$60	\$60	10% Coins	\$60	\$50	\$100	\$50	\$50	\$75	
Covered In Full 15% Coins	Covered In Full 15% Coins	\$0 (Lab) 10% Coins (X-Ray) 10% Coins	Covered In Full 15% Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) D+C (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	\$0 (Lab) \$35 (X-Ray) Ded & Coins	
Covered In Full 15% Coins	Covered In Full 15% Coins	10% Coins	Covered In Full 15% Coins	\$75 Ded & Coins	Ded & Coins	\$150 Ded & Coins	\$150 Ded & Coins	Ded & Coins	
15% Coins	15% Coins	10% Coins	15% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
Pharmacy Copays Included in Medical OOP Maximum									
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A					
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15					
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35					
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60					
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA					
\$658.21	\$736.54	\$715.65	\$713.02	\$666.79	\$648.83	\$635.54	\$611.37	\$606.20	
\$1,162.40	\$1,300.72	\$1,263.84	\$1,259.19	\$1,177.55	\$1,145.84	\$1,122.37	\$1,079.67	\$1,070.54	
\$1,162.40	\$1,300.72	\$1,263.84	\$1,259.19	\$1,177.55	\$1,145.84	\$1,122.37	\$1,079.67	\$1,070.54	
\$1,425.68	\$1,595.34	\$1,550.10	\$1,544.40	\$1,444.27	\$1,405.37	\$1,376.59	\$1,324.22	\$1,313.02	
\$1,425.68	\$1,595.34	\$1,550.10	\$1,544.40	\$1,444.27	\$1,405.37	\$1,376.59	\$1,324.22	\$1,313.02	

Renewal Census	Subs:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$178,374.74	\$199,601.33	\$193,942.02	\$193,228.38	\$180,700.09	\$175,833.71	\$172,232.33	\$165,680.51	\$164,279.06
EE & Child(ren)	27	\$31,384.74	\$35,119.52	\$34,123.78	\$33,998.21	\$31,793.88	\$30,937.65	\$30,303.99	\$29,151.21	\$28,904.63
EE & Spouse	46	\$53,470.30	\$59,833.26	\$58,136.80	\$57,922.88	\$54,167.35	\$52,708.59	\$51,629.02	\$49,665.03	\$49,244.92
Family < 7 Members	62	\$88,392.25	\$98,910.93	\$96,106.50	\$95,752.86	\$89,544.56	\$87,133.06	\$85,348.43	\$82,101.73	\$81,407.24
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$351,622.02	\$393,465.04	\$382,309.10	\$380,902.34	\$356,205.88	\$346,613.01	\$339,513.77	\$326,598.48	\$323,835.85

Total Annual Premium:	\$4,219,464.26	\$4,721,580.51	\$4,587,709.24	\$4,570,828.12	\$4,274,470.56	\$4,159,356.10	\$4,074,165.30	\$3,919,181.72	\$3,886,030.16
Percent Difference:		11.9%	8.7%	8.3%	1.3%	-1.4%	-3.4%	-7.1%	-7.9%
		Renewal							

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075							
Current:	Renewal:	Alternate HMO Plans:					
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T40	T44	T41	T70	T64	TA8
\$500 \$1,000	\$500 \$1,000	\$1,000 \$3,000	\$1,000 \$2,000	\$1,000 \$2,000	\$1,500 \$4,500	\$2,000 \$4,000	\$2,000 \$6,000
20%	20%	10%	20%	20%	20%	30%	30%
\$4,000 \$8,000	\$4,000 \$8,000	\$4,000 \$8,000	\$5,000 \$10,000	\$5,000 \$10,000	\$4,500 \$9,000	\$4,000 \$8,000	\$6,500 \$13,000
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & 5% Coins	Ded & Coins
\$25	\$25	\$25	\$30	\$30	\$30	\$20	\$35
\$50	\$50	\$50	\$50	\$50	\$55	\$35	\$65
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	\$200	\$300 \$500	Ded & Coins	\$200	Ded & Coins	\$250 \$500
\$350	\$350	\$250	\$350	\$350	\$250	\$100	\$300
\$100	\$100	\$75	\$100	\$100	\$60	\$50	\$75
Covered In Full Ded & Coins	Covered In Full Ded & Coins	\$0 (Lab) \$50 (X-Ray)	\$0 (Lab) \$50 (X-Ray)	\$0 (Lab) \$35 (X-Ray)	\$0 (Lab) \$50 (X-Ray)	Covered In Full	\$0 (Lab) \$50 (X-Ray)
Ded & Coins	Ded & Coins	\$250	\$250	\$200	\$200	Ded & Coins	\$200
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum							
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A			
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15			
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35			
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60			
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA			
\$540.60	\$606.18	\$615.27	\$596.04	\$591.89	\$574.65	\$565.83	\$539.08
\$954.71	\$1,070.52	\$1,086.57	\$1,052.60	\$1,045.27	\$1,014.83	\$999.26	\$952.02
\$954.71	\$1,070.52	\$1,086.57	\$1,052.60	\$1,045.27	\$1,014.83	\$999.26	\$952.02
\$1,170.95	\$1,312.99	\$1,332.68	\$1,291.02	\$1,282.02	\$1,244.69	\$1,225.59	\$1,167.65
\$1,170.95	\$1,312.99	\$1,332.68	\$1,291.02	\$1,282.02	\$1,244.69	\$1,225.59	\$1,167.65

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$164,275.37	\$166,738.98	\$161,525.93	\$160,401.07	\$155,730.16	\$153,340.31	\$146,091.45
EE & Child(ren)	27	\$25,777.11	\$28,903.98	\$29,337.45	\$28,420.22	\$28,222.30	\$27,400.46	\$26,979.97	\$25,704.55
EE & Spouse	46	\$43,916.56	\$49,243.81	\$49,982.32	\$48,419.63	\$48,082.44	\$46,682.27	\$45,965.88	\$43,792.93
Family < 7 Members	62	\$72,598.88	\$81,405.42	\$82,626.24	\$80,042.95	\$79,485.54	\$77,170.90	\$75,986.63	\$72,394.51
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$323,828.58	\$328,684.99	\$318,408.73	\$316,191.36	\$306,983.80	\$302,272.79	\$287,983.44

Total Annual Premium:	\$3,465,557.09	\$3,885,942.91	\$3,944,219.88	\$3,820,904.77	\$3,794,296.28	\$3,683,805.60	\$3,627,273.45	\$3,455,801.33
Percent Difference:		12.1%	13.8%	10.3%	9.5%	6.3%	4.7%	-0.3%
		Renewal						

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075									
Current:	Renewal:	Alternate HMO Plans:							
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T78	T56	T72	T71	T61	T68	T67	
\$500 \$1,000	\$500 \$1,000	\$2,000 \$6,000	\$2,500 \$5,000	\$2,500 \$7,500	\$2,500 \$7,500	\$2,500 \$5,000	\$3,000 \$9,000	\$3,500 \$5,000	
20%	20%	20%	20%	20%	30%	30%	20%	30%	
\$4,000 \$8,000	\$4,000 \$8,000	\$6,500 \$13,000	\$5,000 \$10,000	\$6,500 \$13,000	\$6,500 \$13,000	\$5,000 \$10,000	\$6,350 \$12,700	\$6,350 \$12,700	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
\$25	\$25	\$35	\$35	\$35	\$25	\$25	\$40	\$40	
\$50	\$50	\$65	\$50	\$65	\$45	\$50	\$65	\$65	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	\$300 Ded & Coins	Ded & Coins	Ded & Coins	\$350 Ded & Coins	Ded & Coins	
\$350	\$350	\$300	\$200	\$350	\$300	Ded & Coins	\$400	\$300	
\$100	\$100	\$70	\$50	\$85	\$85	Ded & Coins	\$100	\$85	
Covered In Full Ded & Coins	Covered In Full Ded & Coins	Covered In Full	\$0 Lab; D&C X-Ray	\$0 Lab; \$50 X-Ray	\$0 Lab; D&C X-Ray	Covered In Full	\$0 Lab; \$50 X-Ray	\$0 Lab; \$65 X-Ray	
Ded & Coins	Ded & Coins	\$300	Ded & Coins	\$200	Ded & Coins	Ded & Coins	\$200	\$200	
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	
Pharmacy Copays Included in Medical OOP Maximum									
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A					
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15					
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35					
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60					
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA					
\$540.60	\$606.18	\$535.75	\$497.15	\$491.70	\$489.23	\$485.69	\$469.78	\$463.02	
\$954.71	\$1,070.52	\$946.13	\$877.97	\$868.34	\$863.99	\$857.74	\$829.63	\$817.70	
\$954.71	\$1,070.52	\$946.13	\$877.97	\$868.34	\$863.99	\$857.74	\$829.63	\$817.70	
\$1,170.95	\$1,312.99	\$1,160.43	\$1,076.83	\$1,065.01	\$1,059.68	\$1,052.01	\$1,017.54	\$1,002.91	
\$1,170.95	\$1,312.99	\$1,160.43	\$1,076.83	\$1,065.01	\$1,059.68	\$1,052.01	\$1,017.54	\$1,002.91	

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$164,275.37	\$145,187.88	\$134,728.58	\$133,249.67	\$132,582.13	\$131,623.24	\$127,310.07	\$125,478.95
EE & Child(ren)	27	\$25,777.11	\$28,903.98	\$25,545.57	\$23,705.27	\$23,445.06	\$23,327.61	\$23,158.89	\$22,400.00	\$22,077.81
EE & Spouse	46	\$43,916.56	\$49,243.81	\$43,522.08	\$40,386.75	\$39,943.43	\$39,743.33	\$39,455.89	\$38,162.95	\$37,614.05
Family < 7 Members	62	\$72,598.88	\$81,405.42	\$71,946.75	\$66,763.73	\$66,030.87	\$65,700.07	\$65,224.90	\$63,087.54	\$62,180.15
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$323,828.58	\$286,202.27	\$265,584.33	\$262,669.02	\$261,353.14	\$259,462.92	\$250,960.56	\$247,350.96

Total Annual Premium:	\$3,465,557.09	\$3,885,942.91	\$3,434,427.30	\$3,187,011.92	\$3,152,028.29	\$3,136,237.67	\$3,113,555.02	\$3,011,526.71	\$2,968,211.57
Percent Difference:		12.1%	-0.9%	-8.0%	-9.0%	-9.5%	-10.2%	-13.1%	-14.4%
		Renewal							

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type
Plan Code
Annual Deductible Individual Family
Co-Insurance (Mbr Pays)
Annual Out-of-Pocket Expense Limit Individual Family
Well Baby Care & Child Health Supervision Visits
Annual Adult Physical Health Screening
Annual Well Women's Assessment
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)
Therapeutic Injections/Infusions of Medication
PCP OV
Specialist OV
In-Patient
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)
Emergency Room Visit
Urgent Care Visit
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)
Durable Medical Equipment
PHARMACY Only select Walgreens are available at HMO level. Please refer to your provider directory for locations and limitations of Walgreens access
Formulary Preferred Generic
Formulary Non-Preferred Generic
Formulary Preferred Brand
Formulary Non-Preferred Brand
Pre-Approved, Pre-Certified Specialty Drug Formulary
RATES
Single
EE & Child(ren)
EE & Spouse
Family < 7 Members
Family 7 + Members

Rates Include Preferred Fitness Certificate

Group # 00H075								
Current:	Renewal:	Alternate HMO Plans:						
HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO	HMO
T38	T38	T81	T12	T69	T57	T13	T15	T82
\$500 \$1,000	\$500 \$1,000	\$2,500 \$5,000	\$3,000 \$6,000	\$5,000 \$10,000	\$5,000 \$10,000	\$4,000 \$8,000	\$5,000 \$10,000	\$3,500 \$7,000
20%	20%	30%	50%	30%	30%	50%	30%	40%
\$4,000 \$8,000	\$4,000 \$8,000	\$5,000 \$10,000	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,600 \$13,200	\$6,000 \$12,000
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$25	\$25	Ded & Coins	\$50	\$30	\$40	\$50	\$40	Ded & Coins
\$50	\$50	Ded & Coins	\$75	\$55	\$65	\$75	\$80	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$350	\$350	Ded & Coins	Ded & Coins	\$300	\$300	Ded & Coins	Ded & Coins	Ded & Coins
\$100	\$100	Ded & Coins	Ded & Coins	\$75	\$85	Ded & Coins	Ded & Coins	Ded & Coins
Covered In Full Ded & Coins	Covered In Full Ded & Coins	\$0 Lab; D&C X-Ray	\$0 (Lab); Ded&Coins (X-Ray)	Covered In Full	\$0 Lab; \$65 X-Ray	\$0 (Lab); Ded&Coins (X-Ray)	\$0 Lab; D&C X-Ray	\$0 Lab; D&C X-Ray
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	\$200	Ded & Coins	\$200	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum								
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A				
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15				
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35				
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60				
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA				
\$540.60	\$606.18	\$441.99	\$437.60	\$427.13	\$425.51	\$418.83	\$405.04	\$386.73
\$954.71	\$1,070.52	\$780.55	\$772.80	\$754.32	\$751.45	\$739.65	\$715.30	\$682.96
\$954.71	\$1,070.52	\$780.55	\$772.80	\$754.32	\$751.45	\$739.65	\$715.30	\$682.96
\$1,170.95	\$1,312.99	\$957.35	\$947.84	\$925.17	\$921.65	\$907.18	\$877.32	\$837.66
\$1,170.95	\$1,312.99	\$957.35	\$947.84	\$925.17	\$921.65	\$907.18	\$877.32	\$837.66

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$164,275.37	\$119,779.08	\$118,589.68	\$115,753.57	\$115,312.85	\$113,502.02	\$109,766.03	\$104,803.76
EE & Child(ren)	27	\$25,777.11	\$28,903.98	\$21,074.93	\$20,865.66	\$20,366.65	\$20,289.10	\$19,970.49	\$19,313.15	\$18,440.05
EE & Spouse	46	\$43,916.56	\$49,243.81	\$35,905.44	\$35,548.90	\$34,698.73	\$34,566.62	\$34,023.80	\$32,903.89	\$31,416.38
Family < 7 Members	62	\$72,598.88	\$81,405.42	\$59,355.61	\$58,766.22	\$57,360.81	\$57,142.41	\$56,245.07	\$54,393.72	\$51,934.71
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$323,828.58	\$236,115.06	\$233,770.45	\$228,179.76	\$227,310.99	\$223,741.38	\$216,376.79	\$206,594.89

Total Annual Premium:	\$3,465,557.09	\$3,885,942.91	\$2,833,380.66	\$2,805,245.45	\$2,738,157.15	\$2,727,731.85	\$2,684,896.54	\$2,596,521.44	\$2,479,138.72
Percent Difference:		12.1%	-18.2%	-19.1%	-21.0%	-21.3%	-22.5%	-25.1%	-28.5%
		Renewal							

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Rates Include Preferred Fitness Certificate

Group # 00H075			
Current:	Renewal:	Alternate HMO Plans:	
HMO	HMO	Non-Embedded HMO-H.S.A.	Non-Embedded HMO-H.S.A.
T38	T38	T83	T84
\$500 \$1,000	\$500 \$1,000	Non-Embedded \$1,500 \$3,000	Non-Embedded \$1,600 \$3,200
20%	20%	10%	20%
\$4,000 \$8,000	\$4,000 \$8,000	Non-Embedded \$3,000 \$6,000	Non-Embedded \$3,200 \$6,400
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Covered In Full	Covered In Full	Covered In Full	Covered In Full
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$25	\$25	Ded & Coins	Ded & Coins
\$50	\$50	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$350	\$350	Ded & Coins	Ded & Coins
\$100	\$100	Ded & Coins	Ded & Coins
Covered In Full Ded & Coins	Covered In Full Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum			
FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A	FHCP Pharmacy - Ded+\$3 Walgreens Pharmacy - N/A		
FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15	FHCP Pharmacy - Ded+\$10 Walgreens Pharmacy - Ded+\$15		
FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35	FHCP Pharmacy - Ded+\$30 Walgreens Pharmacy - Ded+\$35		
FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60	FHCP Pharmacy - Ded+\$55 Walgreens Pharmacy - Ded+\$60		
FHCP Pharmacy - \$125 Walgreens Pharmacy - NA	FHCP Pharmacy - Ded+\$125 Walgreens Pharmacy - N/A		
\$540.60	\$606.18	\$497.32	\$482.50
\$954.71	\$1,070.52	\$878.26	\$852.09
\$954.71	\$1,070.52	\$878.26	\$852.09
\$1,170.95	\$1,312.99	\$1,077.19	\$1,045.09
\$1,170.95	\$1,312.99	\$1,077.19	\$1,045.09

Renewal Census	Subs:	Monthly Premium:	Monthly Premium:	Monthly Premium	Monthly Premium
Single	271	\$146,503.87	\$164,275.37	\$134,772.80	\$130,757.06
EE & Child(ren)	27	\$25,777.11	\$28,903.98	\$23,713.05	\$23,006.49
EE & Spouse	46	\$43,916.56	\$49,243.81	\$40,400.01	\$39,196.24
Family < 7 Members	62	\$72,598.88	\$81,405.42	\$66,785.64	\$64,795.67
Family 7 + Members	0	\$0.00	\$0.00	\$0.00	\$0.00
Totals:	406	\$288,796.42	\$323,828.58	\$265,671.50	\$257,755.46

Total Annual Premium:	\$3,465,557.09	\$3,885,942.91	\$3,188,057.97	\$3,093,065.48
Percent Difference:		12.1%	-8.0%	-10.7%
		Renewal		

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City of Port Orange

Renewal Date: 7/1/2017 thru 06/30/2018

Plan Type & Plan Code	
Network	
Annual Deductible	
Individual	
Family	
Co-Insurance (Mbr Pays)	
Annual Out-of-Pocket Expense Limit	
Individual	
Family	
Well Baby Care & Child Health Supervision Visits	
Annual Adult Physical Health Screening	
Annual Well Women's Assessment	
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)	
Therapeutic Injections/Infusions of Medication	
PCP OV	
Specialist OV	
In-Patient	
Outpatient Surgery	
Ambulatory Surgical Center Facility	
Outpatient Hospital Facility Services (per visit)	
Emergency Room Visit	
Urgent Care Visit	
Lab (Independent Clinical Lab) & X-Ray	
Independent Diagnostic Testing Facility/Provider's Office	
Outpatient Hospital Facility Services (per visit)	
Advanced Imaging Services	
Independent Diagnostic Testing Facility/Provider's Office	
Outpatient Hospital Facility Services (per visit)	
Durable Medical Equipment	
PHARMACY	
All nationwide Walgreens are available at any time	
Formulary Preferred Generic	
Formulary Non-Preferred Generic	
Formulary Preferred Brand	
Formulary Non-Preferred Brand	
Pre-Approved, Pre-Certified Specialty Drug Formulary	
RATES	
Single	271
EE & Child(ren)	27
EE & Spouse	46
Family < 7 Members	62
Family 7 + Members	0

Renewal Census	Subs:
Single	271
EE & Child(ren)	27
EE & Spouse	46
Family < 7 Members	62
Family 7 + Members	0
Totals:	406

Total Annual Premium:	
Percent Difference:	

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Rates Include Preferred Fitness Certificate

Group # 00C075									
Current:		Renewal:		Alternate POS Plans:					
POS - T34		POS - T34		POS - T36		POS - T37		POS - T76	
In Net	Out of Net	In Net	Out of Net	In Net	Out of Net	In Net	Out of Net	In Net	Out of Net
\$0	\$2,000 \$4,000	\$0	\$2,000 \$4,000	\$500 \$1,500	\$1,500 \$3,000	\$1,000 \$2,000	\$2,000 \$4,000	\$1,500 Per Person	\$4,500 Per Person
10%	50%	10%	50%	10%	30%	10%	30%	10%	50%
\$3,000 \$6,000	\$6,000 \$12,000	\$3,000 \$6,000	\$6,000 \$12,000	\$3,000 \$6,000	\$4,000 \$8,000	\$4,000 \$8,000	\$4,000 \$8,000	\$6,000 \$12,000	\$10,000 \$20,000
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins	Covered In Full	Ded & Coins
10% Coins	Ded & Coins	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$20	Ded & Coins	\$20	Ded & Coins	\$20	Ded & Coins	\$20	Ded & Coins	\$35	Ded & Coins
\$35	Ded & Coins	\$35	Ded & Coins	\$35	Ded & Coins	\$35	Ded & Coins	\$50	Ded & Coins
\$250/Day (Days 1-5)	Ded & Coins	\$250/Day (Days 1-5)	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	Ded & Coins	\$100	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
\$100	Same as In-Network	\$100	Same as In-Network	\$100	Same as In-Network	Ded & Coins	Same as In-Network	Ded & Coins	Same as In-Network
\$60	Same as In-Network	\$60	Same as In-Network	\$50	Same as In-Network	Ded & Coins	Same as In-Network	10% Coins	Same as In-Network
Covered In Full 10% Coins	Ded & Coins	Covered In Full 10% Coins	Ded & Coins	Covered In Full Ded & Coins	Ded & Coins	Covered In Full	Ded & Coins	\$0 Lab \$50 X-Ray	Ded & Coins
Covered In Full 10% Coins	Ded & Coins	Covered In Full 10% Coins	Ded & Coins	\$150 Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
10% Coins	Ded & Coins	10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Pharmacy Copays Included in Medical OOP Maximum									
FHCP Pharmacy - \$3				Walgreens Pharmacy - N/A					
FHCP Pharmacy - \$10				Walgreens Pharmacy - \$15					
FHCP Pharmacy - \$30				Walgreens Pharmacy - \$35					
FHCP Pharmacy - \$55				Walgreens Pharmacy - \$60					
FHCP Pharmacy - \$125				Walgreens Pharmacy - NA					
\$662.81		\$743.06		\$700.02		\$625.98		\$578.20	
\$1,170.53		\$1,312.25		\$1,236.24		\$1,105.49		\$1,021.09	
\$1,170.53		\$1,312.25		\$1,236.24		\$1,105.49		\$1,021.09	
\$1,435.66		\$1,609.47		\$1,516.25		\$1,355.88		\$1,252.37	
\$1,435.66		\$1,609.47		\$1,516.25		\$1,355.88		\$1,252.37	
Monthly Premium		Monthly Premium		Monthly Premium		Monthly Premium		Monthly Premium	
\$179,622.65		\$201,369.80		\$189,706.35		\$169,641.53		\$156,690.95	
\$31,604.31		\$35,430.68		\$33,378.52		\$29,848.14		\$27,569.51	
\$53,844.37		\$60,363.38		\$56,867.10		\$50,852.39		\$46,970.28	
\$89,010.64		\$99,787.28		\$94,007.55		\$84,064.57		\$77,647.01	
\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
\$354,081.97		\$396,951.14		\$373,959.51		\$334,406.64		\$308,877.75	
\$4,248,983.67		\$4,763,413.71		\$4,487,514.15		\$4,012,879.68		\$3,706,533.02	
		12.1%		5.6%		-5.6%		-12.8%	
Renewal									

		Rates Include Preferred Fitness Certificate											
City of Port Orange		Alternate Triple Option Plans:											
Renewal Date: 7/1/2017 thru 06/30/2018													
Plan Code & Plan Type		T05 - Triple Option			T09 - Triple Option			T07 - Triple Option			T06 - Triple Option		
BENEFITS		In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3	In Network Option 1	Option 2	Option 3
Annual Deductible Individual Family		\$0	\$500 \$1000	\$1000 \$2000	\$250 \$500	\$500 \$1000	\$1000 \$2000	\$500 \$1000	\$1000 \$2000	\$2000 \$4000	\$1000 \$2000	\$2000 \$4000	\$3000 \$6000
Co-Insurance		10%	20%	40%	10%	20%	30%	10%	20%	30%	10%	30%	40%
Annual Out-of-Pocket Expense Limit		\$5000 \$10,000	\$5000 \$10,000	\$7000 \$14,000	\$2500 \$5000	\$2500 \$5000	\$5000 \$10,000	\$4000 \$8000	\$4000 \$8000	\$6000 \$12,000	\$4000 \$8,000	\$4000 \$8,000	\$6000 \$12,000
Well Baby Care & Child Health Supervision Visits		Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Annual Adult Physical Health Screening		Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Annual Well Women's Assessment		Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Other Preventive Services (Includes screening mammogram, screening colonoscopy, and immunizations)		Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins	Covered In Full	Covered In Full	Ded & Coins
Therapeutic Injections/Infusions of Medication		10% Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins	Ded & Coins
Primary Care Physician OV		\$20	\$30	Ded & Coins	\$20	\$35	Ded & Coins	\$20	\$35	Ded & Coins	\$20	\$35	Ded & Coins
Specialist OV		\$35	Ded & Coins	Ded & Coins	\$35	\$60	Ded & Coins	\$35	\$60	Ded & Coins	\$35	\$60	Ded & Coins
In-Patient		10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
Outpatient Surgery Ambulatory Surgical Center Facility Outpatient Hospital Facility Services (per visit)		10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
Emergency Room Visit		10% Coins	Same as In-Network	Same as In-Network	\$100	Same as In-Network	Same as In-Network	\$100	Same as In-Network	Same as In-Network	Ded & Coins	Same as In-Network	Same as In-Network
Urgent Care Visit		10% Coins	Same as In-Network	Same as In-Network	\$75	Same as In-Network	Same as In-Network	\$75	Same as In-Network	Same as In-Network	Ded & Coins	Same as In-Network	Same as In-Network
Lab (Independent Clinical Lab) & X-Ray Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)		\$0 (Lab) 10% Coins (X-Ray) 10% Coins	NA	Ded & Coins	Covered In Full Ded & Coins	NA	Ded & Coins	Covered In Full Ded & Coins	NA	Ded & Coins	Covered In Full Ded & Coins	NA	Ded & Coins
Advanced Imaging Services Independent Diagnostic Testing Facility/Provider's Office Outpatient Hospital Facility Services (per visit)		10% Coins	NA	Ded & Coins	\$150 Ded & Coins	NA	Ded & Coins	\$150 Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
Durable Medical Equipment		10% Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins	Ded & Coins	NA	Ded & Coins
PHARMACY All nationwide Walgreens are available at any time		Pharmacy Copays Included in Medical OOP Maximum											
Formulary Preferred Generic		FHCP Pharmacy - \$3 Walgreens Pharmacy - N/A											
Formulary Non-Preferred Generic		FHCP Pharmacy - \$10 Walgreens Pharmacy - \$15											
Formulary Preferred Brand		FHCP Pharmacy - \$30 Walgreens Pharmacy - \$35											
Formulary Non-Preferred Brand		FHCP Pharmacy - \$55 Walgreens Pharmacy - \$60											
Pre-Approved, Pre-Certified Specialty Drug Formulary		FHCP Pharmacy - \$125 Walgreens Pharmacy - N/A											
Option 1: HMO <i>Participating</i> Provider Network													
Option 2: <i>FHCP's Expanded Physician Network</i> - VHN's EPO Network, BCBSF HMO Network (Outside Volusia and Flagler Counties, but within the State of FL), BCBSF BlueCard Providers (Outside the State of FL)													
Option 3: <i>Non-Participating providers</i> , who do not participate in either FHCP's HMO or EPN Network. Please note that charges in excess of allowable may apply (Balance Billing).													
RATES													
Single		\$794.42			\$771.93			\$759.78			\$723.99		
EE & Child(ren)		\$1,402.95			\$1,363.22			\$1,341.77			\$1,278.56		
EE & Spouse		\$1,402.95			\$1,363.22			\$1,341.77			\$1,278.56		
Family < 7 Members		\$1,720.72			\$1,671.99			\$1,645.68			\$1,568.16		
Family 7 + Members		\$1,720.72			\$1,671.99			\$1,645.68			\$1,568.16		
Renewal Census													
Subs:		Monthly Premium			Monthly Premium			Monthly Premium			Monthly Premium		
Single		271			\$215,288.49			\$209,192.15			\$205,900.56		
EE & Child(ren)		27			\$37,879.65			\$36,807.01			\$36,227.86		
EE & Spouse		46			\$64,535.70			\$62,708.24			\$61,721.54		
Family < 7 Members		62			\$106,684.58			\$103,663.59			\$102,032.47		
Family 7 + Members		0			\$0.00			\$0.00			\$0.00		
Totals:		406			\$424,388.43			\$412,370.98			\$405,882.44		
Total Annual Premium:		\$5,092,661.11			\$4,948,451.79			\$4,870,589.23			\$4,641,145.49		
Percent Difference:		19.9%			16.5%			14.6%			9.2%		
This document should be used only for plan pricing. The benefits are for illustrative purposes only. FHCP is not responsible for errors or omissions included in these benefit illustrations. Please refer to SBC's to verify actual benefits.													

City of Port Orange

Group #: 000075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	11	12	26	12	23	15	1	100
single female	7	5	7	4	3	14	3	43
dep male	0	1	4	3	0	0	0	8
dep female	0	2	1	1	0	0	0	4
couple	0	4	4	2	7	6	2	25
family	1	5	8	5	4	4	1	28
large family	0	0	0	0	0	0	0	0
Total	19	29	50	27	37	39	7	208
Group Total								208

City of Port Orange

Group #: 00C075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	0	1	2	2	3	0	0	8
single female	1	0	1	0	1	2	0	5
dep male	0	1	0	0	0	0	0	1
dep female	1	0	0	0	0	0	0	1
couple	0	0	1	1	0	0	0	2
family	0	1	2	1	0	0	0	4
large family	0	0	0	0	0	0	0	0
Total	2	3	6	4	4	2	0	21
Group Total								21

City of Port Orange

Group #: 00H075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	28	14	16	5	7	1	1	72
single female	6	7	3	3	0	0	0	19
dep male	0	2	2	2	0	0	0	6
dep female	1	1	2	0	0	0	0	4
couple	1	2	1	1	3	2	1	11
family	2	7	6	6	0	0	0	21
large family	0	0	0	0	0	0	0	0
Total	38	33	30	17	10	3	2	133
Group Total								133

City of Port Orange

Group #: 00L075

7/1/2017 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	3	5	2	3	4	0	0	17
single female	0	2	2	2	0	1	0	7
dep male	0	0	3	0	0	0	0	3
dep female	0	0	0	0	0	0	0	0
couple	0	4	1	1	2	0	0	8
family	0	2	5	1	1	0	0	9
large family	0	0	0	0	0	0	0	0
Total	3	13	13	7	7	1	0	44
Group Total								44

City of Port Orange

Group #: ALL

7/1/2017 Total Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	42	32	46	22	37	16	2	197
single female	14	14	13	9	4	17	3	74
dep male	0	4	9	5	0	0	0	18
dep female	2	3	3	1	0	0	0	9
couple	1	10	7	5	12	8	3	46
family	3	15	21	13	5	4	1	62
large family	0	0	0	0	0	0	0	0
Total	62	78	99	55	58	45	9	406
Group Total								406

City of Port Orange

Group #: 000075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	9	10	23	13	27	14	4	100
single female	7	5	8	6	4	13	3	46
dep male	0	3	4	2	1	0	0	10
dep female	0	2	0	0	0	0	0	2
couple	0	4	2	3	10	5	3	27
family	2	4	12	4	5	3	0	30
large family	0	0	0	0	0	0	0	0
Total	18	28	49	28	47	35	10	215
Group Total								215

City of Port Orange

Group #: 00C075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	0	1	4	1	2	0	1	9
single female	0	0	1	0	1	1	0	3
dep male	0	1	0	0	0	0	0	1
dep female	1	0	0	0	0	0	0	1
couple	0	0	1	0	0	0	0	1
family	0	0	1	1	0	0	0	2
large family	0	0	0	0	0	0	0	0
Total	1	2	7	2	3	1	1	17
Group Total								17

City of Port Orange

Group #: 00H075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	26	20	16	5	6	3	0	76
single female	7	6	3	2	0	0	0	18
dep male	0	2	1	2	0	0	0	5
dep female	1	2	2	0	0	0	0	5
couple	1	0	2	0	2	1	1	7
family	3	8	8	2	0	0	0	21
large family	0	0	0	0	0	0	0	0
Total	38	38	32	11	8	4	1	132
Group Total								132

City of Port Orange

Group #: 00L075

7/1/2016 Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	3	5	2	3	3	1	0	17
single female	0	1	1	2	0	1	0	5
dep male	0	2	0	0	0	0	0	2
dep female	0	0	0	0	0	0	0	0
couple	0	2	1	0	1	0	0	4
family	0	1	6	0	2	1	0	10
large family	0	0	0	0	0	0	0	0
Total	3	11	10	5	6	3	0	38
Group Total								38

City of Port Orange

Group #: ALL

7/1/2016 Total Renewal Census

Contract Type	Age Band of Employee							Total
	0-29	30-39	40-49	50-54	55-59	60-64	65+	
single male	38	36	45	22	38	18	5	202
single female	14	12	13	10	5	15	3	72
dep male	0	8	5	4	1	0	0	18
dep female	2	4	2	0	0	0	0	8
couple	1	6	6	3	13	6	4	39
family	5	13	27	7	7	4	0	63
large family	0	0	0	0	0	0	0	0
Total	60	79	98	46	64	43	12	402
Group Total								402



City of Port Orange

Basic Life, Basic AD&D, Employer Sponsored Dental, Vision

Proposal produced on June 9, 2017

This quote is valid for 90 days from date of proposal

City of Port Orange Rate Summary

Coverage	Participating Lives	Covered Volume	Rates	Annual Premium
Life Option 3 4246276				
Basic Life (per \$1,000 of Covered Volume)	429	\$19,558,000		\$35,204
All Other Active Full Time Employees	414	\$17,048,500	\$0.150	
All Active Full Time City Council, Mayor	5	\$101,500	\$0.150	
All Active Full Time Directors	8	\$1,808,000	\$0.150	
All Active Full Time Attorneys, City Managers	2	\$600,000	\$0.150	
Rates are guaranteed from July 1, 2017 - June 30, 2020				
Basic AD&D (per \$1,000 of Covered Volume)	429	\$19,558,000		\$7,980
All Other Active Full Time Employees	414	\$17,048,500	\$0.034	
All Active Full Time City Council, Mayor	5	\$101,500	\$0.034	
All Active Full Time Directors	8	\$1,808,000	\$0.034	
All Active Full Time Attorneys, City Managers	2	\$600,000	\$0.034	
Rates are guaranteed from July 1, 2017 - June 30, 2020				
Dental Option 3 4191818				
Employer Sponsored Dental (per Employee Per Month)	408			\$254,846
▪ Employee Only	246		\$30.98	
▪ Employee + Family	162		\$84.05	
Rates are guaranteed from July 1, 2017 - June 30, 2019				
3 rd year Rate Cap: The second year's renewal rates will not be increased by more than 6.0% above the current rates.				
Vision Option 2 4159641				
Vision (Per Employee Per Month)	249			\$26,538
▪ Employee Only	145		\$6.26	
▪ Employee + 1 Dependent	54		\$9.08	
▪ Employee + Family	50		\$16.27	
Rates are guaranteed from July 1, 2017 - June 30, 2020				
<i>Jessica Scott</i>				

Summary of Benefits

Life / AD&D Insurance – Life Option 3

Basic Life	
All Other Active Full Time Employees (30 Hours)	• 1 times pay to a maximum of \$140,000 • A minimum benefit of \$10,000 • Medical Evidence Level: \$140,000 • Reduces by: 50% at Age 70 • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65) • Conversion is included in this quote • Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000
Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable. *All reductions are applied to the original benefit amount	
All Active Full Time City Council, Mayor (30 Hours)	• 1.5 times pay to a maximum of \$140,000 • A minimum benefit of \$10,000 • Medical Evidence Level: \$140,000 • Reduces by: 50% at Age 70 • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65) • Conversion is included in this quote • Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000
Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable. *All reductions are applied to the original benefit amount	
All Active Full Time Directors (30 Hours)	• 2 times pay to a maximum of \$250,000 • A minimum benefit of \$10,000 • Medical Evidence Level: \$250,000 • Reduces by: 50% at Age 70 • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65) • Conversion is included in this quote • Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000

Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

All Active Full Time Attorneys, City Managers (30 Hours)	• 3 times pay to a maximum of \$300,000 • A minimum benefit of \$10,000 • Medical Evidence Level: \$300,000 • Reduces by: 50% at Age 70 • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65) • Conversion is included in this quote • Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000
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Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

Basic AD&D

All Other Active Full Time Employees (30 Hours)	• 100% of the Basic Life benefit. • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65)
---	--

Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

All Active Full Time City Council, Mayor (30 Hours)	• 100% of the Basic Life benefit. • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65)
---	--

Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

All Active Full Time Directors (30 Hours)	• 100% of the Basic Life benefit. • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65)
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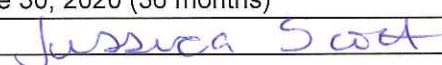
Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

All Active Full Time Attorneys, City Managers (30 Hours)	• 100% of the Basic Life benefit. • Waiver of Premium (disabled prior to 60, waiting period 6 months, coverage continues to 65)
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Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.

*All reductions are applied to the original benefit amount

	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
Basic Life				
All Other Active Full Time Employees	\$0.150	\$17,048,500	\$2,557	\$30,687
All Active Full Time City Council, Mayor	\$0.150	\$101,500	\$15	\$183
All Active Full Time Directors	\$0.150	\$1,808,000	\$271	\$3,254
All Active Full Time Attorneys, City Managers	\$0.150	\$600,000	\$90	\$1,080
Rates are guaranteed from July 1, 2017 - June 30, 2020 (36 months)				
Basic AD&D				
All Other Active Full Time Employees	\$0.034	\$17,048,500	\$580	\$6,956
All Active Full Time City Council, Mayor	\$0.034	\$101,500	\$3	\$41
All Active Full Time Directors	\$0.034	\$1,808,000	\$61	\$738
All Active Full Time Attorneys, City Managers	\$0.034	\$600,000	\$20	\$245
Rates are guaranteed from July 1, 2017 - June 30, 2020 (36 months)				
				

Plan Features and Limitations

Grief Counseling: Automatically included with Basic Life at no additional cost to the employer or employee. Available in all situs states except MD, NY and WA.

Grief counseling is offered by Harris Rothenberg International, Inc.¹. Grief counseling provides eligible employees, beneficiaries, spouses and other family members a form of counseling that aims to help people cope with grief and mourning following the death of a loved one, or with major life changes that trigger feelings of grief such as divorce, the loss of a job, financial hardship, terminal illness or loss of a pet.

¹ Grief Counseling services are provided through an agreement with HRI, Inc. HRI, Inc. is not an affiliate of MetLife and the services HRI provides are separate and apart from the insurance provided by MetLife.

Funeral Planning Services: Automatically included with Basic Life and Supplemental Life at no additional cost to the employer or employee. Not available in all jurisdictions and subject to regulatory approval. Not available on all policy forms.

¹ Funeral planning services are provided through an agreement with SCI Shared Resources, LLC ("SCI"). SCI is not an affiliate of MetLife, and the services SCI provides are separate and apart from the insurance provided by MetLife. The Dignity Memorial brand name is used to identify a network of licensed funeral, cremation and cemetery providers that comprise the Dignity Memorial network. The Dignity Memorial network includes affiliates of Service Corporation International, 1929 Allen Parkway, Houston, Texas, as well as many other fine independently owned and operated establishments.

Total Control Account (TCA):

- ☐ Death claim proceeds paid via the TCA Settlement Option - an interest-bearing account with draft-writing privileges
- ☐ Relieves beneficiaries of the need to make immediate decisions about what to do with a lump-sum check, while giving them the flexibility to access funds as needed and earn interest on the proceeds as they assess their financial situation
- ☐ Provides full and immediate access to the death proceeds
- ☐ Principal and interest earned are guaranteed by the financial strength and claims paying ability of the Metropolitan Life Insurance Company
- ☐ Beneficiary receives a draftbook, along with a Customer Agreement and other materials describing the Account
- ☐ Unlimited draft writing privileges
- ☐ No charges for processing TCA drafts, no monthly maintenance fees, and no charge for ordering additional TCA drafts
- ☐ Accountholders receive periodic statements itemizing account activity and a free **Life Advice** newsletter
- ☐ Information about the TCA is available electronically through MetLife's easy to use eSERVICE web site
- ☐ Customer Service Representatives specially trained to provide service to beneficiaries are available through a special toll-free number
- ☐ At their convenience, Accountholders are able to touch or speak their requests into the phone such as, "hear account balance", "get recent transactions", and "order drafts."

Subject to state law, and/or group policyholder direction, the TCA is provided for all Life and AD&D benefits of \$5,000 or more. The TCA is not insured by the Federal Deposit Insurance Corporation or any government agency. The assets backing the TCA are maintained in the Metropolitan Life Insurance Company (MetLife) general account and are subject to MetLife's creditors. MetLife bears the investment risk of the assets backing the TCA, and expects to receive a profit. Regardless of the investment experience of such assets, the interest credited to Total Control Accounts will never fall below the guaranteed minimum rate. Guarantees are subject to the financial strength and claims

paying ability of MetLife.
Accelerated Benefits Option: If included, the minimum that can be accelerated is \$20,000.
The definition of earnings used to define benefits will be Basic Monthly Earnings .
Waiver of Premium: Group life coverage is continued for an employee meeting the contractual definition of total disability. No further premium payment for that employee is required. The onset of the disability must occur prior to the age as defined in the Summary of Benefits. The disability must last continuously through the defined waiting period, and the employee must submit a request for the extension within 12 months of the onset of the total disability.
Enrolling in the Plan: ▪ A statement of health will need to be submitted by employees who: • Request coverage amounts during their initial 31-day enrollment that exceed the stated MEOI level. • Apply for coverage after the period which begins on the first day on which they are eligible for the coverage (or the first day following a qualifying event, if applicable) and ends at the earlier of the next following annual enrollment period or the day before the next following Policy Anniversary. In no event will this period be more than a year, or less than 31 days. • Have indicated a medical condition on their enrollment form.
Benefit Increases: ▪ Employees who experience a pay increase that generates a benefit, for the first time, which exceeds the stated MEOI level, will have to submit a statement of health. ▪ Basic Life: Employees, Actively at Work, who are participating in the plan and want to increase their coverage by any amount will have to submit a statement of health.
The coverage will be subject to a contestability clause in accordance with the law.
No eligible individual may be covered more than once under this plan. If a person is covered as an employee, he/she cannot be covered as a spouse or dependent. If an employee and spouse are employed by the same employer, their eligible dependents may be insured as dependents of only one employee.

Table of Covered Losses for AD&D	
Covered Loss	Basic AD&D
Life	100%
Hand	50%
Foot	50%
Arm	75%
Leg	75%
Sight of One Eye	50%
Combination of a Hand, Foot, and/or Eye	100%
Thumb & Index Finger on the Same Hand	25%
Speech and Hearing	100%
Speech	50%
Hearing	50%
Paralysis of Both Arms and Both Legs	100%
Paralysis of Both Legs	50%
Paralysis of the Arm & Leg on Either Side of the Body	50%
Paralysis of One Arm or Leg	25%
Brain Damage	100%
Coma	1% monthly up to 60 months
* Maximum Amount payable for all Covered Losses sustained in one accident is capped at 100% of the Full Amount	
Additional Benefits	
Benefit	Basic AD&D
Air Bag Use	5% up to \$10,000
Seat Belt Use	10% up to \$25,000
Common Carrier	100% of Full Amount
Child Care Center	\$5,000 per year for 4 Yrs up to 12% of Full Amount

Limitations and Exclusions	
Limitations	The Accidental Death & Dismemberment loss must occur within 365 days after the date of the accident and be a direct result of bodily injury sustained from that accident, independent of other causes.
Exclusions	Accidental Death & Dismemberment insurance does not include payment for any loss which in any way results from or is caused by or contributed to by: - physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity; - infection, other than infection occurring in an external accidental wound; - suicide or attempted suicide; - intentionally self-inflicted injury; - service in the armed forces of any country or international authority. However, service in reserve forces does not constitute service in the armed forces, unless in connection with such reserve service an individual is on active military duty as determined by the applicable military authority other than weekend or summer training. For purposes of this provision reserve forces are defined as reserve forces of any branch of the military of the United States or of any other country or international authority, including but not limited to the National Guard of the United States or the national guard of any other country; - any incident related to: 1) travel in an aircraft as a pilot, crew member, flight student or while acting in any capacity other than as a passenger; 2) travel in an aircraft for the purpose of parachuting or otherwise exiting from such aircraft while it is in flight; 3) parachuting or otherwise exiting from an aircraft while such aircraft is in flight except for self preservation; 4) travel in an aircraft or device used for testing or experimental purposes; by or for any military authority; or for travel or designed for travel beyond the earth's atmosphere; - committing or attempting to commit a felony; - the voluntary intake or use by any means of: 1) any drug, medication or sedative, unless it is: taken or used as prescribed by a Physician, or an "over the counter" drug, medication or sedative, taken as directed; 2) alcohol in combination with any drug, medication, or sedative; or 3) poison, gas, or fumes; - war, whether declared or undeclared; or act of war, insurrection, rebellion, riot; - driving a vehicle or operating another device while intoxicated as defined by the laws of the jurisdiction in which the vehicle or other device was being operated.

Highlights
Broker Commissions included in the rate: None
Expected Participation: 100%
Employee Contributions: 0%
Situs is FLORIDA
Financial Arrangement: Non-retrospectively Experience Rated
Final rates will be based on actual enrollment and contribution levels.
Submit complete enrollment materials by the 15 th of the month preceding the effective date to ensure prompt Underwriting review.
Benefits terminate at retirement for: Basic Life Basic AD&D
AD&D Benefits terminate when the corresponding Life Benefits terminate.
Actively at Work On the Group Policy Effective Date, MetLife will cover those not Actively at Work in accordance with the following guidelines: - All Employees will be covered under the transition rules for the MetLife Group Policy, regardless of their Actively At Work status, provided: - Their coverage was in force under the prior plan on the day before the MetLife Group Policy effective date, and - A Waiver of Premium disability claim was not previously approved by the prior carrier. Individuals who have previously been approved for Waiver of Premium will retain life insurance protection under the prior carrier's policy. - The Group Life insurance provided under the transition rules for the MetLife Group Policy is equal to the <u>lesser</u> of: - The coverage amount under the prior plan, and - The coverage amount under the MetLife plan for the applicable employee class and coverage type - For each participant <u>not</u> Actively At Work on the MetLife Group Policy effective date, transition coverage would continue under these rules until the <u>earliest</u> of the following to occur: - The date the employee returns to work as an active Full-Time Employee, at which time active employee coverage will supersede the transition coverage - The last day of the 12 month period following the MetLife coverage effective date - The last day the employee would have been covered under the prior policy had it not terminated (in other words, the date an individual's coverage under the prior policy would have ceased for some reason unrelated to the policy ending) - The date coverage would end pursuant to the termination provisions of the MetLife certificate - The date extension protection is provided under the Waiver of Premium provision of the prior carrier's policy (i.e. approval of a premium waiver claim on account of a disability that occurred while the employee's coverage under the prior policy was in force) If not already provided, please provide a listing of Non-Actively at Work employees that includes age, gender, amount of insurance, date of, and reason for disability of all such disabled individuals, for risk evaluation.

Summary of Benefits

Dental Insurance - Dental Option 3

Employer Sponsored Dental				
Class Description	All Active Full Time Employees (30 Hours)		Retirees	
	In-Network	Out-of-Network*	In-Network	Out-of-Network*
Reimbursement	Negotiated Fee Schedule	R&C 90th Percentile	Negotiated Fee Schedule	R&C 90th Percentile
Type A – Preventive	100%	100%	100%	100%
Type B – Basic	100%	90%	100%	90%
Type C – Major	50%	50%	50%	50%
Calendar Year Deductible applies to:	B & C	B & C	B & C	B & C
▪ Individual	\$25	\$25	\$25	\$25
▪ Family	\$75	\$75	\$75	\$75
	Aggregate	Aggregate	Aggregate	Aggregate
Calendar Year Maximum (applies to A,B,C services)	\$2,500	\$1,500	\$2,500	\$1,500
Orthodontia	50%	50%	50%	50%
Orthodontia Lifetime Maximum	\$1,000	\$1,000	\$1,000	\$1,000
* Out of Network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary charge is based on the lowest of (1) the dentist's actual charge (the 'Actual Charge'), (2) the dentist's usual charge for the same or similar services (the 'Usual Charge') or (3) the charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). Services must be necessary in terms of generally accepted dental standards.				

Employer Sponsored Dental	Rate per Employee	Lives	Est Monthly Premium	Est Annual Premium
▪ Employee Only	\$30.98	246	\$21,237	\$254,846
▪ Employee + Family	\$84.05	162		
▪ Total		408		
Rates are guaranteed from July 1, 2017 - June 30, 2019 (24 months)				
3 rd year Rate Cap: The second year's renewal rates will not be increased by more than 6.0% above the current rates.				
Jessica Scott				

Frequency & Allocations / Exclusions

(Custom Comprehensive (Flex) - Custom Standard (Flex))

Class Description: All Active Full Time Employees	
TYPE A	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Examinations	▪ 2 times in 1 calendar year
▪ Examinations – Problem Focused	▪ Combined with Examinations Limit
▪ Prophylaxis: Cleanings	▪ 2 times in 1 calendar year
▪ Sealants	▪ 1 per molar in 60 months for a child under age 17
▪ Fluoride	▪ 1 time in 12 months for a dependent child under age 14
▪ Full Mouth X-Rays	▪ Once in 3 calendar years
▪ Bitewing X-Rays	▪ For a child under 19: 1 time in 1 calendar year ▪ Adult: 1 time in 1 calendar year
▪ Periapical X-Rays	
TYPE B	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Space Maintainers	▪ 1 per lifetime for a child under age 14
▪ Consultations	▪ 1 in 12 months
▪ Amalgam Fillings	▪ 1 replacement per surface in 24 Months
▪ Root Canal	▪ 1 per tooth per lifetime
▪ Periodontal Maintenance	▪ 4 perio. Treatments in 1 calendar yr, includes 2 cleanings (total comb: 4)
▪ Scaling & Root Planing	▪ 1 per quadrant in any 24 month period
▪ Repairs	▪ 1 in 12 months
▪ Recementations	▪ 1 in 12 months
▪ Dentures – Rebases / Relines	▪ 1 in 36 months
▪ Denture Adjustments	▪ 1 in 6 months
▪ Tissue Conditioning	▪ 1 in 12 months
▪ Labs & Other Tests	
▪ Emergency Palliative Treatment	
▪ Other X-Rays	
▪ General Anesthesia	
▪ Resin Composite Fillings(includes coverage for composite fillings on molars)	
▪ Pulpotomy	
▪ Pulp Capping	
▪ Pulp Therapy	
▪ Apexification & Recalcification	
▪ Periodontics – Non-Surgical	
▪ Oral Surgery: Simple Extractions	
▪ Oral Surgery: Surgical Extractions	
▪ Other Oral Surgery	
▪ General Services	
TYPE C	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Periodontal Surgery	▪ 1 per quadrant in any 36 month period
▪ Prefabricated Crowns	▪ 1 per tooth in 5 calendar years
▪ Crown Buildups / Post Core	▪ 1 per tooth in 5 calendar years
▪ Dentures	▪ 1 in 5 calendar years
▪ Immediate Temporary Dentures – Complete / Partial	▪ 1 replacement in 12 months
▪ Fixed Bridges	▪ 1 in 5 calendar years

▪ Inlays / Onlays /Crowns	▪ 1 replacement per tooth in 5 calendar years
▪ Implant Services	▪ 1 per tooth position in 5 calendar years
▪ Implant Repairs	▪ 1 per tooth in 12 months
▪ Implant Supported Prosthetic	▪ 1 per tooth in 5 calendar years
▪ Occlusal Adjustments	▪ 1 in 12 months
▪ Periodontal Surgery – Soft & Connective Tissue Grafts	
▪ Harmful Habit Appliances	
Orthodontics	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Orthodontic Diagnostics	
▪ Orthodontic Treatment	

Exclusions
All Active Full Time Employees
▪ Services which are not dentally necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which we deem experimental in nature. ▪ Services for which a covered person would not be required to pay in the absence of dental insurance. ▪ Services or supplies received by a covered person before the insurance starts for that person. ▪ Services which are neither performed nor prescribed by a dentist except for those services of a licensed dental hygienist which are supervised and billed by a dentist and which are for scaling or polishing of teeth or fluoride treatment. ▪ Services which are primarily cosmetic unless such service is: required for reconstructive surgery which is incidental to or follows surgery which results from a trauma, an infection or other disease of the involved part; or required for reconstructive surgery because of a congenital disease or anomaly of a Child which has resulted in a functional defect; or (For residents of Texas) required for the treatment or correction of a congenital defect of a newborn child). ▪ Services or appliances which restore or alter occlusion or vertical dimension. ▪ Restoration of tooth structure damaged by attrition, abrasion or erosion unless caused by disease. ▪ Restorations or appliances used for the purpose of periodontal splinting. ▪ Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco. ▪ Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss. ▪ Initial installation of a Denture to replace one or more teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth. ▪ Decoration or inscription of any tooth, device, appliance, crown or other dental work. ▪ Missed appointments. ▪ Services covered under any workers' compensation or occupational disease law. ▪ Services paid under any employer liability law. ▪ Services for which the employer of the person receiving such services is not required to pay. ▪ Services received at a facility maintained by the Policyholder, labor union, mutual benefit association, or VA hospital. ▪ Services covered under other coverage provided by the Policyholder. ▪ Temporary or provisional restorations. ▪ Temporary or provisional appliances. ▪ Prescription drugs. ▪ Services for which the submitted documentation indicates a poor prognosis. ▪ Services, to the extent such services, or benefits for such services, are available under a government plan. This exclusion will apply whether or not the person receiving the services is enrolled for the government plan. We will not exclude payment of benefits for such services if the government plan requires that Dental Insurance under the group policy be paid first. ▪ The following when charged by the dentist on a separate basis - Claim form completion; infection control such as gloves, masks, and sterilization of supplies; or local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide. ▪ Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing and biting of food. ▪ Caries susceptibility tests.

- Precision attachments associated with fixed and removable prostheses.
- Adjustment of a denture made within 6 months after installation by the same dentist who installed it.
- Duplicate prosthetic devices or appliances.
- Replacement of a lost or stolen appliance, cast restoration or denture.
- Intra and extraoral photographic images.
- Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards.
- Treatment of temporomandibular joint disorder. This exclusion does not apply to residents of Minnesota.

Frequency & Allocations / Exclusions

(Custom Comprehensive (Flex) - Custom Standard (Flex))

Class Description: Retirees	
TYPE A	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Examinations	▪ 2 times in 1 calendar year
▪ Examinations – Problem Focused	▪ Combined with Examinations Limit
▪ Prophylaxis: Cleanings	▪ 2 times in 1 calendar year
▪ Sealants	▪ 1 per molar in 60 months for a child under age 17
▪ Fluoride	▪ 1 time in 12 months for a dependent child under age 14
▪ Full Mouth X-Rays	▪ Once in 3 calendar years
▪ Bitewing X-Rays	▪ For a child under 19: 1 time in 1 calendar year
	▪ Adult: 1 time in 1 calendar year
▪ Periapical X-Rays	
TYPE B	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Space Maintainers	▪ 1 per lifetime for a child under age 14
▪ Consultations	▪ 1 in 12 months
▪ Amalgam Fillings	▪ 1 replacement per surface in 24 Months
▪ Root Canal	▪ 1 per tooth per lifetime
▪ Periodontal Maintenance	▪ 4 perio. Treatments in 1 calendar yr, includes 2 cleanings (total comb: 4)
▪ Scaling & Root Planing	▪ 1 per quadrant in any 24 month period
▪ Repairs	▪ 1 in 12 months
▪ Recementations	▪ 1 in 12 months
▪ Dentures – Rebases / Relines	▪ 1 in 36 months
▪ Denture Adjustments	▪ 1 in 6 months
▪ Tissue Conditioning	▪ 1 in 12 months
▪ Labs & Other Tests	
▪ Emergency Palliative Treatment	
▪ Other X-Rays	
▪ General Anesthesia	
▪ Resin Composite Fillings(includes coverage for composite fillings on molars)	
▪ Pulpotomy	
▪ Pulp Capping	
▪ Pulp Therapy	
▪ Apexification & Recalcification	
▪ Periodontics – Non-Surgical	
▪ Oral Surgery: Simple Extractions	
▪ Oral Surgery: Surgical Extractions	

▪ Other Oral Surgery	
▪ General Services	
TYPE C	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Periodontal Surgery	▪ 1 per quadrant in any 36 month period
▪ Prefabricated Crowns	▪ 1 per tooth in 5 calendar years
▪ Crown Buildups / Post Core	▪ 1 per tooth in 5 calendar years
▪ Dentures	▪ 1 in 5 calendar years
▪ Immediate Temporary Dentures – Complete / Partial	▪ 1 replacement in 12 months
▪ Fixed Bridges	▪ 1 in 5 calendar years
▪ Inlays / Onlays / Crowns	▪ 1 replacement per tooth in 5 calendar years
▪ Implant Services	▪ 1 per tooth position in 5 calendar years
▪ Implant Repairs	▪ 1 per tooth in 12 months
▪ Implant Supported Prosthetic	▪ 1 per tooth in 5 calendar years
▪ Occlusal Adjustments	▪ 1 in 12 months
▪ Periodontal Surgery – Soft & Connective Tissue Grafts	
▪ Harmful Habit Appliances	
Orthodontics	
<i>Benefits are payable immediately from the start date of an individual's benefits</i>	
▪ Orthodontic Diagnostics	
▪ Orthodontic Treatment	

Exclusions	
Retirees	
▪ Services which are not dentally necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which we deem experimental in nature. ▪ Services for which a covered person would not be required to pay in the absence of dental insurance. ▪ Services or supplies received by a covered person before the insurance starts for that person. ▪ Services which are neither performed nor prescribed by a dentist except for those services of a licensed dental hygienist which are supervised and billed by a dentist and which are for scaling or polishing of teeth or fluoride treatment. ▪ Services which are primarily cosmetic unless such service is: required for reconstructive surgery which is incidental to or follows surgery which results from a trauma, an infection or other disease of the involved part; or required for reconstructive surgery because of a congenital disease or anomaly of a Child which has resulted in a functional defect; or (For residents of Texas) required for the treatment or correction of a congenital defect of a newborn child). ▪ Services or appliances which restore or alter occlusion or vertical dimension. ▪ Restoration of tooth structure damaged by attrition, abrasion or erosion unless caused by disease. ▪ Restorations or appliances used for the purpose of periodontal splinting. ▪ Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco. ▪ Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss. ▪ Initial installation of a Denture to replace one or more teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth. ▪ Decoration or inscription of any tooth, device, appliance, crown or other dental work. ▪ Missed appointments. ▪ Services covered under any workers' compensation or occupational disease law. ▪ Services paid under any employer liability law. ▪ Services for which the employer of the person receiving such services is not required to pay. ▪ Services received at a facility maintained by the Policyholder, labor union, mutual benefit association, or VA hospital. ▪ Services covered under other coverage provided by the Policyholder. ▪ Temporary or provisional restorations. ▪ Temporary or provisional appliances.	

- Prescription drugs.
- Services for which the submitted documentation indicates a poor prognosis.
- Services, to the extent such services, or benefits for such services, are available under a government plan. This exclusion will apply whether or not the person receiving the services is enrolled for the government plan. We will not exclude payment of benefits for such services if the government plan requires that Dental Insurance under the group policy be paid first.
- The following when charged by the dentist on a separate basis - Claim form completion; infection control such as gloves, masks, and sterilization of supplies; or local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide.
- Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing and biting of food.
- Caries susceptibility tests.
- Precision attachments associated with fixed and removable prostheses.
- Adjustment of a denture made within 6 months after installation by the same dentist who installed it.
- Duplicate prosthetic devices or appliances.
- Replacement of a lost or stolen appliance, cast restoration or denture.
- Intra and extraoral photographic images.
- Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards.
- Treatment of temporomandibular joint disorder. This exclusion does not apply to residents of Minnesota.

Highlights
Broker Commissions included in the rate: None
Expected Participation: 84% and at least 10 covered lives.
Employee Contributions: 1%
Financial Arrangement: Non-retrospectively Experience Rated
Situs is FLORIDA
Only those residing in the United States are eligible for benefits
Dependent Child Definition: A Child is covered up to age 30, A student is covered up to age 30.
Ortho coverage applies to: Adult (employee / spouse) & Child. Children are covered to the dependent age limit.
This quote assumes the plan is a Section 125 plan.
An Open Enrollment period occurring annually is included.

Summary of Benefits

VISION - Vision Option 2

Vision		
Class Description	All Active Full Time Employees (30 Hours)	
Plan Name	M130D-10/25	
Reimbursement	In-Network Coverage (Using a Network Provider)	Out-of-Network Reimbursement (Using a Non-Network Provider)
Eye Examination		
Comprehensive exam of visual functions and prescription of corrective eyewear.	\$10 copay	\$45 allowance
Retinal Imaging This screening is used to take pictures of the inside of the eye particularly the retina to look for possible changes.	Up to \$39 copay	Applied to the exam allowance
Materials / Eyewear (Either Glasses or Contacts)		
Standard Corrective Lenses - Single vision - Lined bifocal - Lined trifocal - Lenticular	\$25 copay \$25 copay \$25 copay \$25 copay	\$30 allowance \$50 allowance \$65 allowance \$100 allowance

Standard Lens Enhancement		
• Ultraviolet coating	Covered in Full	Applied to the allowance for the applicable corrective lens
• Polycarbonate (child up to age 18)	Covered in Full	Applied to the allowance for the applicable corrective lens
Additional Lens Enhancements¹		
• Progressive Standard	Up to \$55 copay	\$50 allowance
• Progressive Premium/Custom	Premium: Up to \$95-\$105 copay Custom: Up to \$150-\$175 copay	\$50 allowance
• Polycarbonate (adult)	Single Vision: Up to \$31 copay Multifocal: Up to \$35 copay	Applied to the allowance for the applicable corrective lens
• Scratch-resistant coating (variable by type)	Up to \$17 - \$33 copay	Applied to the allowance for the applicable corrective lens
• Tints (variable by type)	Single Vision: Up to \$17 - \$34 copay Multifocal: Up to \$17 - \$44 copay	Applied to the allowance for the applicable corrective lens
• Anti-reflective coating (variable by type)	Up to \$41 - \$85 copay	Applied to the allowance for the applicable corrective lens
• Photochromic (variable by type)	Up to \$47 - \$82 copay	Applied to the allowance for the applicable corrective lens
Frame Allowance		
(You will receive an additional 20% off any amount that you pay over your allowance. This offer is available from all participating locations except Costco.)		
• Costco	\$130 allowance \$70 allowance	\$70 allowance
Contact Lenses		
• Elective	\$130 allowance	\$105 allowance
• Necessary	Covered in full after eyewear copay	\$210 allowance
• Contact Fitting and Evaluation	Standard or Premium fit: Covered in full with a maximum copay of \$60	Applied to the contact lens allowance
Value Added Features		
Additional Savings on Glasses and Sunglasses¹		
Get 20% off the cost for additional pairs of prescription glasses and non-prescription sunglasses, including lens enhancements. At times, other promotional offers may also be available.		
Laser Vision correction²		
Savings averaging 15% off the regular price or 5% off a promotional offer for laser surgery including PRK, LASIK and Custom LASIK. Offer is only available at MetLife participating locations.		

¹ Member costs for listed lens enhancements will be limited to copays that MetLife has negotiated with participating providers. These copays can be viewed by members after enrollment at www.metlife.com/mybenefits. All lens enhancements are available at participating private practices. Maximum copays and pricing are subject to change without notice. Please check with your provider for details and copays applicable to your lens choice. Please contact your local Costco to confirm the availability of lens enhancements and pricing prior to receiving services. Additional discounts may not be available in certain states.

² Custom LASIK coverage only available using wavefront technology with the microkeratome surgical device. Other LASIK procedures may be performed at an additional cost to the member. Laser vision care discounts are only available from participating locations.

Vision	Rate per Employee	Lives	Est Monthly Premium	Est Annual Premium
▪ Employee Only	\$6.26	145	\$2,212	\$26,538
▪ Employee + 1 Dependent	\$9.08	54		
▪ Employee + Family	\$16.27	50		
▪ Total		249		

Rates are guaranteed from July 1, 2017 - June 30, 2020 (36 months)

Jessica Scott

Frequency / Exclusions

Class Description: All Active Full Time Employees	
Frequencies	
▪ Examinations	▪ 1 per 12 Months
▪ Standard Corrective Lenses	▪ 1 per 12 Months
▪ Frames	▪ 1 per 24 Months
▪ Contact Lenses	▪ 1 per 12 Months
Either glasses or contacts allowed per frequency	

Exclusions
▪ Services and/or materials not specifically included in the Summary of Benefits as covered Plan Benefits. ▪ Any portion of a charge in excess of the Maximum Benefit Allowance or reimbursement indicated in the Summary of Benefits. ▪ Plano lenses (lenses with refractive correction of less than $\pm .50$ diopter) ▪ Two pairs of glasses instead of bifocals. ▪ Replacement of lenses, frames and/or contact lenses furnished under this Plan which are lost, stolen or damaged, except at the normal intervals when Plan Benefits are otherwise available. ▪ Orthoptics or vision training and any associated supplemental testing. ▪ Medical or surgical treatment of the eyes. ▪ Prescription and non-prescription medications. ▪ Contact lens insurance policies or service agreements. ▪ Refitting of contact lenses after the initial (90-day) fitting period. ▪ Contact lens modification, polishing or cleaning. ▪ Local, state and/or federal taxes, except where MetLife is required by law to pay. ▪ Any eye examination or any corrective eyewear required as a condition of employment. ▪ Services and supplies received by You or Your Dependent before the Vision Insurance starts for that person. ▪ Missed appointments. ▪ Services or materials resulting from or in the course of a Covered Person's regular occupation for pay or profit for which the Covered Person is entitled to benefits under any Workers' Compensation Law, Employer's Liability Law or similar law. You must promptly claim and notify the Company of all such benefits. ▪ Services: (a) for which the employer of the person receiving such services is not required to pay; or (b) received at a facility maintained by the Employer, labor union, mutual benefit association, or VA hospital. ▪ Services or materials received as a result of disease, defect, or injury due to war or an act of war (declared or undeclared), taking part in a riot or insurrection, or committing or attempting to commit a felony. ▪ Services and materials obtained while outside the United States, except for emergency vision care. ▪ Services, procedures, or materials for which a charge would not have been made in the absence of insurance.

Highlights
Broker Commissions included in the rate: None
Expected Participation: 58%
Employee Contributions: 100%
Financial Arrangement: Non-retrospectively Experience Rated
Situs is FLORIDA
SIC Code: 9111
Dependent Child Definition: A Child is covered up to age 30; A student is covered up to age 30.
This quote assumes the plan is a Section 125 plan.
An Open Enrollment period occurring annually is included

Underwriting Assumptions
WillsCenter.com: Online will prep service offered through SmartLegalForms, Inc., available to all customers at no charge.
If insurance coverage is provided, it will be governed by the terms and conditions of the insurance policy and applicable law. If administrative services are provided, they are governed by the terms and condition of the administrative services agreement and by applicable law.
If MetLife is requested to duplicate contractual provisions from the prior carrier, such provisions must be compatible with all MetLife's standards.
The quoted rates and or fees are based upon the request received. If new or additional information in connection with this request is provided, MetLife reserves the right to change its quote at any time before the effective date. After the effective date, rate and or fees are subject to the terms and conditions of the policy and or administrative services agreement.
Only those eligible persons residing in the United States may be covered. Any others must be approved by MetLife.
NOTICE REGARDING NON-US COVERAGE When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a Metropolitan Life Insurance Company (MLIC) affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MLIC or any other insurer that is not a member of MAXIS GBN. Please note that while MLIC is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.
SIC Code: 9111

INTERMEDIARY AND PRODUCER COMPENSATION NOTICE

MetLife enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, thirdparty administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such Products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of Products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your Products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your Products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of Products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan, the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on: (1) the number of Products sold through your Intermediary during a prior one-year period; (2) the amount of premium or fees with respect to Products sold through your Intermediary during a prior one-year period; (3) the persistency percentage of Products inforce through your Intermediary during a prior one-year period; (4) premium growth during a prior one-year period; (5) a fixed percentage of the premium for Products as set by MetLife. The supplemental compensation percentage will be set by MetLife prior to the beginning of each calendar year and it may not be changed until the following calendar year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our Products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your Products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Web site at www.metlife.com/brokercompensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of Products, and the compensation paid may vary based on a number of factors including the type of Product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

L0716471568[exp0917][All States]

L0816474103[exp1017][All Territories]

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Sold Plans																							
Vendor		Florida Healthcare					Florida Healthcare					Florida Healthcare					Florida Healthcare						
Plan Name		T10					T38					T34					T96						
Plan Type		HMO					HMO					POS					POS HDHP-HSA						
Plan Details		Network					Network					Network					Network						
		Single		Family			Single		Family			Single		Family			Single		Family				
Plan Deductible:		\$0		\$0			\$500		\$1,000			\$0		\$0			\$1,300		\$2,600				
Embedded Deductible:		N/A					Yes					N/A					No						
Calendar or Policy Year:		Calendar					Calendar					Calendar					Calendar						
Coinsurance:		15%					20%					10%					20%						
Maximum Out-of-Pocket:		\$3,000		\$6,000			\$4,000		\$8,000			\$3,000		\$6,000			\$5,000		\$5,000				
(Includes Deductible, Copay, Rx)		N/A, Yes, Yes					Yes, Yes, Yes					N/A, Yes, Yes					Yes, N/A, Yes						
Physician Services																							
Office Visit:		\$20					\$25					\$20					Deductible + Coinsurance						
Specialist:		\$35					\$50					\$35					Deductible + Coinsurance						
Chiropractic:		\$15					\$25					\$15					Deductible + Coinsurance						
Hospital / Emergency Services																							
Inpatient Hospital Per Admission:		\$200					Deductible + Coinsurance					\$250 / Day (Days 1 - 5)					Deductible + Coinsurance						
Emergency Room:		\$100					\$350					\$100					Deductible + Coinsurance						
Urgent Care:		\$60					\$100					\$60					Deductible + Coinsurance						
Outpatient Surgical Facility:		\$100					Deductible + Coinsurance					\$100					Deductible + Coinsurance						
Ambulatory Surgery Center:		\$100					Deductible + Coinsurance					\$100					Deductible + Coinsurance						
Diagnostic Services																							
Lab, X-Ray & Diagnostics Outpatient:		\$0					\$0					\$0					Deductible + Coinsurance						
Advanced Imaging Services (MRI, MRA, PET, CT):		\$0					Deductible + Coinsurance					\$0					Deductible + Coinsurance						
Prescription Drug																							
Deductible:		N/A					N/A					N/A					Calendar Year Deductible						
Prescription Tier		\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)					\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)					\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)					\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)						
Mail Order Prescription (90 Day Supply):		\$6 / \$27 / \$87 / \$162 / N/A					\$6 / \$27 / \$87 / \$162 / N/A					\$6 / \$27 / \$87 / \$162 / N/A					\$6 / \$27 / \$87 / \$162 / N/A						
Non-Network Plan Details		Non-Network					Non-Network					Non-Network					Non-Network						
Plan Deductible:		N/A					N/A					\$2,000		\$4,000			\$2,600		\$5,200				
Coinsurance:		N/A					N/A					50%		40%			40%		40%				
Maximum Out-of-Pocket:		N/A					N/A					\$6,000		\$12,000			\$10,000		\$10,000				
Per Occurrence Deductible (Inpatient/Outpatient):		N/A					N/A					N/A		N/A			N/A		N/A				
Plan Rates Current Enrollment		Current		Renewal		Revised				Current		Renewal		Revised				Current		Renewal		Revised	
Employee:	143	\$658.21	\$736.54	\$697.70	91	\$540.60	\$606.18	\$573.04	13	\$662.81	\$743.06	\$702.58	24	\$444.68	\$497.71	\$471.56		\$444.68	\$497.71	\$471.56			
Employee + Spouse:	25	\$1,162.40	\$1,300.72	\$1,232.14	11	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	8	\$785.31	\$878.95	\$832.78		\$785.31	\$878.95	\$832.78			
Employee + Child(ren):	12	\$1,162.40	\$1,300.72	\$1,232.14	10	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	3	\$785.31	\$878.95	\$832.78		\$785.31	\$878.95	\$832.78			
Family:	28	\$1,425.68	\$1,595.34	\$1,511.22	21	\$1,170.95	\$1,312.99	\$1,241.21	4	\$1,435.66	\$1,609.47	\$1,521.79	9	\$963.19	\$1,078.03	\$1,021.41		\$963.19	\$1,078.03	\$1,021.41			
Estimated Monthly Premiums:	208	\$177,052	\$198,121	\$187,674	133	\$93,833	\$105,216	\$99,464	21	\$19,041	\$21,347	\$20,184	44	\$27,979	\$31,316	\$29,671		\$27,979	\$31,316	\$29,671			
Estimated Annual Premiums:		\$2,124,622	\$2,377,457	\$2,252,093		\$1,126,002	\$1,262,593	\$1,193,566		\$228,495	\$256,160	\$242,205		\$335,753	\$375,789	\$356,049		\$335,753	\$375,789	\$356,049			
Rate Change from Current (%):		11.9%		6.0%		12.1%		6.0%		12.1%		6.0%		11.9%		6.0%		11.9%		6.0%			
		Current		Renewal		Revised																	
Estimated Grand Total Annual Premiums:		\$3,814,873	\$4,271,999	\$4,043,913																			
PEPY		\$9,396	\$10,522	\$9,960																			
Rate Change from Current (%):		12.0%		6.0%																			
Rate Change from Current (\$):		\$457,126		\$229,040																			

Executive Summary of Dental Coverage

City of Port Orange
July 1, 2017 - June 30, 2018

		Sold Plan	
Vendor		MetLife	
Network:		MetLife	
Plan Name:		PPO	
		Network	
Plan Details		Single	Family
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 100% 50% 50%	
Deductible (Family Maximum):		\$25	\$75
Deductible Waived for Preventive:		Yes	
Calendar Year Maximum:		\$2,500	
Orthodontic Lifetime Maximum:		\$1,000	
Included Adult Ortho:		Yes	
Dental Services		Benefit Level	Frequency
Routine Exam & Cleaning:		Preventive	2 per year
Fluoride Treatment:		Preventive	1 per year, under 14
X-Ray (Bitewings):		Preventive	1 per year
X-Ray (Full Mouth):		Preventive	1 per 3 years
Sealants:		Preventive	1 per molar per 5 years, under 17
Fillings:		Basic	1 per tooth per 2 years
Oral Surgery (Simple):		Basic	
Oral Surgery (Complex):		Basic	
Root Canal Therapy:		Basic	
Periodontal Scaling:		Basic	1 per quadrant per 2 years
Periodontal Surgery:		Major	1 per quadrant per 3 years
Crowns:		Major	1 per tooth per 5 years
Bridges		Major	1 per 5 years
Dentures:		Major	1 per 5 years
Implants:		Major	1 per tooth per 5 years
Non-Network Details		Non-Network	
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 90% 50% 50%	
Deductible (Family Maximum):		\$25	\$75
Deductible Waived for Preventive:		Yes	
Calendar Year Maximum:		\$1,500	
Percent of UCR:		90th	
Waiting Periods:		None	
Late Entrant Penalties:		Not permitted	
Allows Annual Open Enrollment:		Yes	
Included Rollover:		No	
Employer Contribution:		Contributory	
Participation Requirement:		84%	
Rate Guarantee:		2 Years (07/01/17 - 06/30/19)	
Plan Rates Current Enrollment		Sold Plan	
Employee:	246	\$30.98	
Family:	161	\$84.05	
Total:	407		
Estimated Monthly Premiums:		\$21,153	
Estimated Annual Premiums:		\$253,838	
PEPY		\$624	
Rate Change from Current (%):		-10.0%	
Rate Change from Current (\$):		-\$28,170	
Notes:		Packaged rates *3rd year rate cap of 6%	

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life:	\$19,551,500
AD&D:	\$19,551,500

Sold Plan

Vendor

MetLife

Class Definition Plan Details:		Benefit	Maximum	Guarantee Issue
Class 1:	All Other Employees	1x's Salary	\$140,000	\$140,000
Class 2:	City Council Members	1.5x's Salary	\$140,000	\$140,000
Class 3:	Directors	2x's Salary	\$250,000	\$250,000
Class 4:	Attorneys & City Managers	3x's Salary	\$300,000	\$300,000

Reduction Schedule: 50% at age 70

Waiver of Premium:	Included
Conversion:	Included
Accelerated Death Benefit:	Included
Seatbelt/Safe Driver Benefit:	Included

Current Enrollment:

Employer Contribution:	100%
Participation Requirement:	100%
Rate Guarantee:	3 Years (07/01/17 - 06/30/19)

Plan Rates

Sold Plan

Basic Life \$0.150

AD&D \$0.036

Estimated Monthly Premiums: \$3,637

Estimated Annual Premiums: **\$43,639**

Rate Change from Current (%): -7.0%

Rate Change from Current (\$): -\$3,285

Notes: Packaged rates

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

		Sold Plan
Vendor		MetLife
Network		MetLife
Plan Name		M130D
Copays		Network
Exam:		\$10
Materials:		\$25
Frequencies		
Exams:		12 months
Lenses:		12 months
Frames:		24 months
Contacts:		12 months
Allowances		
Frames:		\$130* (20% off balance)
Contact (Elective):		\$130
Contact (Medically Necessary):		Covered in Full
Non-Network Details		Non-Network
Exam:		up to \$45
Single Vision:		up to \$30
Bifocal:		up to \$50
Trifocal:		up to \$65
Frames:		up to \$70
Contact (Elective):		up to \$105
Contact (Medically Necessary):		up to \$210
Employer Contribution:		0%
Participation Requirement:		58%
Rate Guarantee:		3 Years (07/01/2017 - 6/30/2020)
Plan Rates Current Enrollment		Sold Plan
Employee:	145	\$6.26
Employee + 1:	54	\$9.08
Family:	50	\$16.27
Total:	249	
Estimated Monthly Premiums:		\$2,212
Estimated Annual Premiums:		\$26,538
PEPY		\$107
Rate Change from Current (%):		-10.7%
Rate Change from Current (\$):		-\$3,169

Notes: Packaged rates

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Tentative Sold																	
Vendor		Florida Healthcare				Florida Healthcare				Florida Healthcare				Florida Healthcare			
Plan Name		T10				T38				T34				T96			
Plan Type		HMO				HMO				POS				POS HDHP-HSA			
Plan Details		Network				Network				Network				Network			
		Single		Family		Single		Family		Single		Family		Single		Family	
Plan Deductible:		\$0		\$0		\$500		\$1,000		\$0		\$0		\$1,300		\$2,600	
Embedded Deductible:		N/A				Yes				N/A				No			
Calendar or Policy Year:		Calendar				Calendar				Calendar				Calendar			
Coinsurance:		15%				20%				10%				20%			
Maximum Out-of-Pocket:		\$3,000		\$6,000		\$4,000		\$8,000		\$3,000		\$6,000		\$5,000		\$5,000	
(Includes Deductible, Copay, Rx)		N/A, Yes, Yes				Yes, Yes, Yes				N/A, Yes, Yes				Yes, N/A, Yes			
Physician Services																	
Office Visit:		\$20				\$25				\$20				Deductible + Coinsurance			
Specialist:		\$35				\$50				\$35				Deductible + Coinsurance			
Chiropractic:		\$15				\$25				\$15				Deductible + Coinsurance			
Hospital / Emergency Services																	
Inpatient Hospital Per Admission:		\$200				Deductible + Coinsurance				\$250 / Day (Days 1 - 5)				Deductible + Coinsurance			
Emergency Room:		\$100				\$350				\$100				Deductible + Coinsurance			
Urgent Care:		\$60				\$100				\$60				Deductible + Coinsurance			
Outpatient Surgical Facility:		\$100				Deductible + Coinsurance				\$100				Deductible + Coinsurance			
Ambulatory Surgery Center:		\$100				Deductible + Coinsurance				\$100				Deductible + Coinsurance			
Diagnostic Services																	
Lab, X-Ray & Diagnostics Outpatient:		\$0				\$0				\$0				Deductible + Coinsurance			
Advanced Imaging Services (MRI, MRA, PET, CT):		\$0				Deductible + Coinsurance				\$0				Deductible + Coinsurance			
Prescription Drug																	
Deductible:		N/A				N/A				N/A				Calendar Year Deductible			
Prescription Tier		\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)				\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)				\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)				\$3 / \$10 / \$30 / \$55 / \$125 (Walgreens - \$15 / \$35 / \$60 / N/A)			
Mail Order Prescription (90 Day Supply):		\$6 / \$27 / \$87 / \$162 / N/A				\$6 / \$27 / \$87 / \$162 / N/A				\$6 / \$27 / \$87 / \$162 / N/A				\$6 / \$27 / \$87 / \$162 / N/A			
Non-Network Plan Details		Non-Network				Non-Network				Non-Network				Non-Network			
Plan Deductible:		N/A				N/A				\$2,000		\$4,000		\$2,600		\$5,200	
Coinsurance:		N/A				N/A				50%				40%			
Maximum Out-of-Pocket:		N/A				N/A				\$6,000		\$12,000		\$10,000		\$10,000	
Per Occurrence Deductible (Inpatient/Outpatient):		N/A				N/A				N/A				N/A			
Plan Rates Current Enrollment		Current	Renewal	Revised		Current	Renewal	Revised		Current	Renewal	Revised		Current	Renewal	Revised	
Employee:	143	\$658.21	\$736.54	\$697.70	91	\$540.60	\$606.18	\$573.04	13	\$662.81	\$743.06	\$702.58	24	\$444.68	\$497.71	\$471.56	
Employee + Spouse:	25	\$1,162.40	\$1,300.72	\$1,232.14	11	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	8	\$785.31	\$878.95	\$832.78	
Employee + Child(ren):	12	\$1,162.40	\$1,300.72	\$1,232.14	10	\$954.71	\$1,070.52	\$1,011.99	2	\$1,170.53	\$1,312.25	\$1,240.76	3	\$785.31	\$878.95	\$832.78	
Family:	28	\$1,425.68	\$1,595.34	\$1,511.22	21	\$1,170.95	\$1,312.99	\$1,241.21	4	\$1,435.66	\$1,609.47	\$1,521.79	9	\$963.19	\$1,078.03	\$1,021.41	
Estimated Monthly Premiums:	208	\$177,052	\$198,121	\$187,674	133	\$93,833	\$105,216	\$99,464	21	\$19,041	\$21,347	\$20,184	44	\$27,979	\$31,316	\$29,671	
Estimated Annual Premiums:		\$2,124,622	\$2,377,457	\$2,252,093		\$1,126,002	\$1,262,593	\$1,193,566		\$228,495	\$256,160	\$242,205		\$335,753	\$375,789	\$356,049	
Rate Change from Current (%):		11.9%		6.0%		12.1%		6.0%		12.1%		6.0%		11.9%		6.0%	
		Current	Renewal	Revised													
Estimated Grand Total Annual Premiums:		\$3,814,873	\$4,271,999	\$4,043,913													
PEPY		\$9,396	\$10,522	\$9,960													
Rate Change from Current (%):			12.0%	6.0%													
Rate Change from Current (\$):			\$457,126	\$229,040													

Executive Summary of Dental Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

		Tentative Sold	
Vendor		MetLife	
Network:		MetLife	
Plan Name:		PPO	
		Network	
Plan Details		Single	Family
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 100% 50% 50%	
Deductible (Family Maximum):		\$25	\$75
Deductible Waived for Preventive:		Yes	
Calendar Year Maximum:		\$2,500	
Orthodontic Lifetime Maximum:		\$1,000	
Included Adult Ortho:		Yes	
Dental Services		Benefit Level	Frequency
Routine Exam & Cleaning:		Preventive	2 per year
Fluoride Treatment:		Preventive	1 per year, under 14
X-Ray (Bitewings):		Preventive	1 per year
X-Ray (Full Mouth):		Preventive	1 per 3 years
Sealants:		Preventive	1 per molar per 5 years, under 17
Fillings:		Basic	1 per tooth per 2 years
Oral Surgery (Simple):		Basic	
Oral Surgery (Complex):		Basic	
Root Canal Therapy:		Basic	
Periodontal Scaling:		Basic	1 per quadrant per 2 years
Periodontal Surgery:		Major	1 per quadrant per 3 years
Crowns:		Major	1 per tooth per 5 years
Bridges		Major	1 per 5 years
Dentures:		Major	1 per 5 years
Implants:		Major	1 per tooth per 5 years
Non-Network Details		Non-Network	
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 90% 50% 50%	
Deductible (Family Maximum):		\$25	\$75
Deductible Waived for Preventive:		Yes	
Calendar Year Maximum:		\$1,500	
Percent of UCR:		90th	
Waiting Periods:		None	
Late Entrant Penalties:		Not permitted	
Allows Annual Open Enrollment:		Yes	
Included Rollover:		No	
Employer Contribution:		Contributory	
Participation Requirement:		84%	
Rate Guarantee:		2 Years (07/01/17 - 06/30/19)	
Plan Rates Current Enrollment		Tentative Sold	
Employee:	246	\$30.98	
Family:	161	\$84.05	
Total:	407		
Estimated Monthly Premiums:		\$21,153	
Estimated Annual Premiums:		\$253,838	
PEPY		\$624	
Rate Change from Current (%):		-10.0%	
Rate Change from Current (\$):		-\$28,170	
Notes:		Packaged rates	
		*3rd year rate cap of 6%	

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

Basic Life:	\$19,551,500
AD&D:	\$19,551,500

Tentative Sold

Vendor

MetLife

Class Definition Plan Details:		Benefit	Maximum	Guarantee Issue
Class 1:	All Other Employees	1x's Salary	\$140,000	\$140,000
Class 2:	City Council Members	1.5x's Salary	\$140,000	\$140,000
Class 3:	Directors	2x's Salary	\$250,000	\$250,000
Class 4:	Attorneys & City Managers	3x's Salary	\$300,000	\$300,000

Reduction Schedule: 50% at age 70

Waiver of Premium:	Included
Conversion:	Included
Accelerated Death Benefit:	Included
Seatbelt/Safe Driver Benefit:	Included

Current Enrollment:

Employer Contribution:	100%
Participation Requirement:	100%
Rate Guarantee:	3 Years (07/01/17 - 06/30/19)

Plan Rates

Tentative Sold

Basic Life \$0.150

AD&D \$0.036

Estimated Monthly Premiums: \$3,637

Estimated Annual Premiums: **\$43,639**

Rate Change from Current (%): -7.0%

Rate Change from Current (\$): -\$3,285

Notes: Packaged rates

Executive Summary of Vision Coverage

City of Port Orange

July 1, 2017 - June 30, 2018

		Tentative Sold
Vendor		MetLife
Network		MetLife
Plan Name		M130D
Copays		Network
Exam:		\$10
Materials:		\$25
Frequencies		
Exams:		12 months
Lenses:		12 months
Frames:		24 months
Contacts:		12 months
Allowances		
Frames:		\$130* (20% off balance)
Contact (Elective):		\$130
Contact (Medically Necessary):		Covered in Full
Non-Network Details		Non-Network
Exam:		up to \$45
Single Vision:		up to \$30
Bifocal:		up to \$50
Trifocal:		up to \$65
Frames:		up to \$70
Contact (Elective):		up to \$105
Contact (Medically Necessary):		up to \$210
Employer Contribution:		0%
Participation Requirement:		58%
Rate Guarantee:		3 Years (07/01/2017 - 6/30/2019)
Plan Rates Current Enrollment		Tentative Sold
Employee:	145	\$6.26
Employee + 1:	54	\$9.08
Family:	50	\$16.27
Total:	249	
Estimated Monthly Premiums:		\$2,212
Estimated Annual Premiums:		\$26,538
PEPY		\$107
Rate Change from Current (%):		-10.7%
Rate Change from Current (\$):		-\$3,169

Notes: Packaged rates



Brown & Brown
INSURANCE*

EMPLOYEE BENEFITS

Broker Services for Employee Insurances



Submitted By:
Brown & Brown of Florida, Inc.
Est. 1939 in Daytona Beach, FL

Presented by:
Steve Farmer
Executive Vice President

RESPONSE AGENDA



Tab A: Company History



Tab B: Qualifications and Abilities



Tab C: Location and Accessibility



Tab D: Licenses/ Insurance



Tab E: Financial Stability/ Litigation



Tab F: Client References



Tab G: Innovative Solutions



Tab H: Proposed Fee



Tab I: Required Documents

STATEMENT OF INTEREST

February 18, 2021
Michael Hall, Buyer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Request for Proposal RFP #21-04 Broker Services for Employee Insurances

Dear Mr. Hall and Evaluation Committee:

Thank you for the opportunity to continue our partnership with The City of Port Orange. The Daytona Beach Headquarters of Brown & Brown, Inc. is the current insurance consultant for the City and we are honored to submit this response to the City's Request for Proposal RFO#21-04—Broker Services for Employee Insurances.

We have proudly served The City of Port Orange and its employee benefits program for the last 5 years. Over that time, we have developed a deep understanding of the dynamics which shape the City's programmatic objectives - and we have used that knowledge to make significant enhancements to the benefits program, while keeping costs below industry and market trends.

The Power of our Partnership

The Brown & Brown Team and The City of Port Orange's Human Resources Team, in tandem with the guidance of The City's Manager and Board, have cultivated a true partnership which has allowed The City to elevate its employee benefits offerings beyond the previous capabilities. We have offered open enrollment guidance, provided and reviewed public entity benchmarking data, offered compliance education and support, created and distributed employee benefits booklets, and provided crucial employee communication materials.

Here are a few year-over-year highlights of the negotiations we have performed on behalf of the City to keep premiums as low as possible:

- **2017** – Negotiated with FHCP to cut medical renewal in half, saving the City \$228,000 from original renewal. We negotiated the dental, vision and life insurance coverages with Metlife and saved the City \$35,000 on those lines of coverage.
- **2018** – Negotiated with FHCP to keep medical rates flat and extend medical renewal from July plan year to a calendar plan year so the HSA plan deductible reset would align with the plan year. We also did the same for all lines of coverage with Metlife, extending those premiums with no increase for 18 months.

- **2019** – Medical and Ancillary premiums remained flat with no changes to plan designs.
- **2020** – Negotiated with FHCP to reduce medical renewal to under 4% increase, saving the City \$145,000 from original renewal. Negotiated lower increases for dental and Life saving the City \$9,000.
- **2021**– Negotiated with both Metlife and FHCP to keep medical and ancillary premiums flat with no plan design changes. Solidified this renewal by early August so we could get board approval by September and complete open enrollment early.

The person authorized to bind Brown & Brown in agreements and contracts is Mr. Steve Farmer. Contact information for Mr. Farmer is as follows:

Steve Farmer, Executive Vice President
300 N Beach Street
Daytona Beach, Florida 32114
Email: SFarmer@bbdaytona.com
Office: (386) 239-7233

Enclosed are all required documents and information. 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.

Please consider this signed document as evidence that this proposal is in all respects fair and in good faith, without collusion or fraud.

We are available at the request of The City to participate in any oral interviews. Please feel free to contact me should you need further clarification of our proposal.

Kind regards,



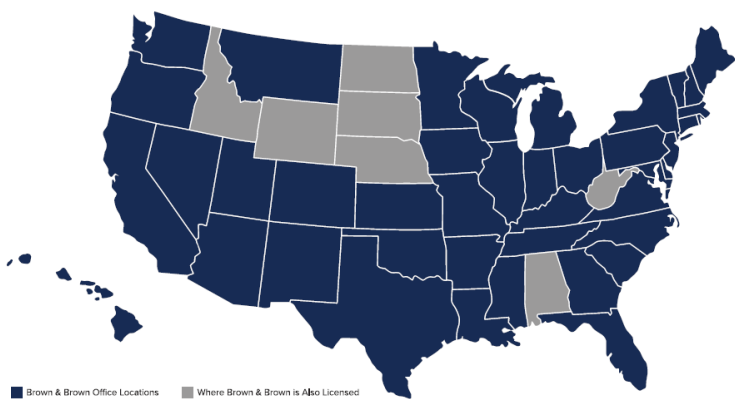
Steve Farmer
Executive Vice President

Tab A: Company History, Qualifications, Ability and Capacity

1. DESCRIPTION OF THE HISTORY OF THE FIRM, INCLUDING HOW LONG IT HAS BEEN IN BUSINESS IN THE CENTRAL FLORIDA AREA:

Organizational History

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 80 years. With over 10,000 employees and over 290 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).



From the beginning, Brown & Brown has always focused on building meaningful relationships with our clients and with our communities, based on trust and service. Our core philosophy is: ***Always do what's best for our clients.*** It is our goal to exceed clients' expectations while maintaining the highest of professional and ethical standards.

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. An important by-product of Brown & Brown's decentralized structure is that it serves to improve the quality of customer service. Each office is able to tailor its operations to fit the needs of its clients. However, we have national alignment as well. We have senior leadership dedicated solely to employee benefits, as well as a National Benefits Committee to share ideas and shape our employee benefits priorities and policies. The senior leaders and Benefits Committee sit on advisory boards of the insurance carriers and routinely meet with the insurance carriers' senior leadership teams, perform RFPs for all benefits related products and services, and are held responsible for the successful implementation of new initiatives and products.

One of our core philosophies, as communicated by Mr. J. Hyatt Brown, Chairman of Brown & Brown illustrates our culture and corporate commitment:

"The best way is almost always the most difficult way. Long term success involves conflict with those who are not disciplined or committed. Our model is designed to allow those uncommitted undisciplined people to find other companies whose focus is not forever."

CULTURE: “The People Recruiting & Enhancing Business”

Ask anyone at Brown & Brown the secret to the Company’s eight decades of success, and they will give one answer: CULTURE. It is a corporate philosophy that combines bravado with old-fashioned business sense. Strive to do better than others and ***hire only those who can surpass you.*** Be bold but be sure you are willing to deal with the consequences. If something seems easy, it is probably wrong. **Our culture was built on two key segments centered on integrity and prideful relationships.**

Our drive to be the best has made Brown & Brown one of the largest and most respected independent insurance intermediaries in the nation, with over 80 years of continuous service. We believe that maintaining client loyalty requires ***hiring people of the highest quality.*** This commitment remains strong as we continually increase our budget to bring in new quality people and ***invest heavily in each teammate’s training.*** This training begins at hire and continues throughout teammates careers, many of which last over 30 years with the company. Each person is encouraged to further their education and all job-related designations are paid for by Brown & Brown. We understand that by investing in our most valuable asset, our people, we are ***consistently ahead of our competition.***

Brown & Brown’s **Employee Benefits Division** has developed into one of the nation’s largest with premiums in excess of \$6 billion annually. This also includes aggregate stop loss premium in excess of \$430 million. This premium affords us a distinct advantage when it comes time to negotiate the city of Port Orange’s renewal. Brown & Brown’s established relationships with carriers, and our reputation, provide us with a proven ability to bring forth the most competitive rates and programs the market has to offer. We have a National Employee Benefits Leadership team comprised of Regional Presidents, a Medical Director, a Mental Health Director, Technology Team, and a Population Health Management team. We also have several consortiums specific to self-funded plans for prescription drug placement and stop loss insurance that leverage our national premium volume for enhanced terms and conditions as well as pricing. Brown & Brown’s success is due largely to our ability to adapt to the demands of the marketplace and to the needs of our clients.



Number of Years in Business:

Brown & Brown has grown into one of the largest insurance intermediaries in the world over the past 80 years.

Address:

The Daytona Beach office of 345 employees is located at 300 N Beach Street Daytona Beach, FL 32114.

Name Changes, Changes in Ownership, Reorganizations:

Over the last 5 years we have grown from 7,807 employees to 10,083 employees nationally and internationally. We have achieved this through organic growth and acquisitions. Brown and Brown has not undergone name changes, changes in ownership or reorganizations.

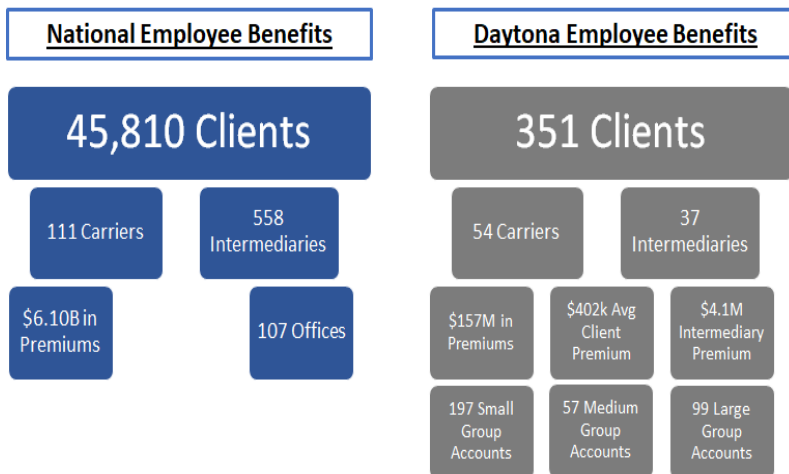
Honesty and integrity are cornerstones of the Brown & Brown (B&B®) culture. The Company’s reputation depends on the conduct of its representatives. All persons who are associated with the Company are expected to conduct themselves professionally and ethically in the course of their duties, and to comply with all laws applicable to the Company’s operations. At Brown & Brown we know that the price of integrity is eternal vigilance.

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:

Employee Benefits Team

The National Employee Benefits team at Brown & Brown leverages its capabilities and volumes to create products and services for clients that standalone agencies would not be able to provide. With that said, Brown & Brown Daytona's Employee Benefits Division prides itself on operating and supporting our clients on a local level. This structure allows our office to provide hands-on service locally, while leveraging our national footprint when needed.

Brown & Brown, at a national level has tens of thousands of clients, supporting hundreds of carriers and vendors and billions of premiums. The Daytona Beach office leverages this volume and network to provide the services outlined in this proposal. The national and local volumes of clients are broken down as follows:



The National Employee Benefits team at Brown & Brown leverages its capabilities and volumes to create products and services for clients that standalone agencies would not be able to provide. With that said, Brown & Brown Daytona's Employee Benefits Division prides itself on operating and supporting our clients on a local level. This structure allows our office to provide hands-on service locally, while leveraging our national footprint when needed.

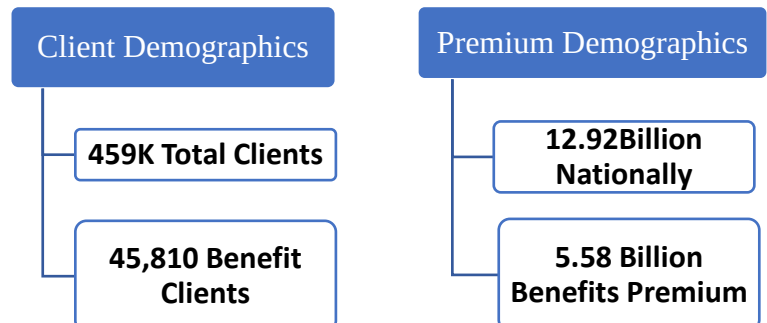
Premium Volume

Brown & Brown's Employee Benefits Division has developed into one of the nation's largest with premiums in excess of \$6 billion annually. This premium affords us a distinct advantage when it comes time to negotiate the City of Port Orange's medical renewal. Brown & Brown's established relationships with carriers and our reputation provide us with a proven ability to bring forth the most competitive rates and programs the market has to offer.

Our staff is comprised of experienced forward-thinkers, with a client-first, service-focused approach. They are highly trained in public entity compliance and Florida State Statute 112.08 regarding public entity insurance placement. 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. **This experience and expertise in serving public entities is a factor that differentiates us from the competition.**

Brown and Brown has 495K total accounts making up 12.92 Billion dollars in total premium.

Employee benefit broker services is nearly 10% of our book of business, which results 5.58 billion dollars in premium. Employee benefits products is 43.2% of our annual premium.



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 Port Orange 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:

Fully Insured	Alternate Funding
Aetna	Aetna
AllSavers	BlueCross BlueShield
Assurant	Benecon/Veris
AvMed	Cheetah 1
BlueCross BlueShield (Public)	Cigna
BlueCross BlueShield (National)	Humana
Benecon/ Veris	Maestro
Capital Health Plan	National General Life
Cigna	Next Impact, LLC
Florida HealthCare	Ownership Rewards
Health First and Florida Hospital Care Advantage	Pareto
Humana	Roundstone
United Health Care	Trustmark
	WellNet
TPA	Stop Loss
Ameraplan	American General
Allied	Berkshire Hathaway Specialty
America's Choice	Berkley Accident and Health
Cigna	Companion Life
Continental Benefits	Crum & Foster
Coresource (a trustmark company)	ISU
Health Plans, Inc.	HM Insurance
Maestro Health	TMS
Mayo Clinic	Stealth Partner Group
Meritain	Strategic Benefit Advisors

Nova Health	SunLife
Health Scope Benefits	Symetra
Preferred Benefit Administrators	Voya
Paradigm Health Plans	Zurich
Roundstone	Buckingham Insurance
Prairie States	Medical Risk Managers
	Xchange Benefits LLC
Ancillary	FSA, HSA, HRA
Advantica - Vision only	EBC Flex
Aetna	Calirty Benefit Solutions
Ameritas	HSA Bank
Avesis	Medcom
BlueCross BlueShield	Discovery Benefits
Cigna	Infinisource
Davis Vision	Wage Works (Health Equity)
Delta Dental	TASC
EyeMed	HR workplace
Guardian	ProBenefits
Hartford	Worksite
Humana	Aflac
Lincoln	Allstate
MetLife	Boston Mutual
Mutual of Omaha	Trustmark
Principal	Transamerica
Prudential	US Able Life (Florida Blue)
Reliance Standard	Colonial Life
Renaissance	GAP/ MEC
SunLife	American Public Life
Superior Vision	Chubb Accident & Health

Symetra	Humana
United Health Care	Key Benefits
Unum	OptiMed
VOYA	ACA Suite/ Solenture
VSP	Transamerica
FMLA	Captive
Hartford	IHC Captive (Pareto)
Guardian	AACEC Trust
Prudential	Benecon (Captive)
MetLife	Captive Resources
Standard	Swiss Re
Lincoln Financial	Roundstone
Cigna	Innovative Health Plan
Other	Student/Int'l Programs
AmWins Group Benefits	Aetna
Cigna Marketplace	AIG
Compass	Chubb
Conexis	Consolidated Healthplan
Elap	UHC (pghglobal)
Health Advocate	GBG
Hodges Mace	Hartford
Liazon Marketplace	Zurich
One America	Gerber Life (SMIC)
Nationwide (Pet Insurance)	Markel School
Pet Benefit Solutions	Metlife
Trupanion Pet Insurance	Medical, Rx & Dependent Audit
Crum & Foster Pet Insurance (ASPCA)	BMI Audit
Surepoint (Wellness)	J. Graham Inc.
MD Live (Consult-a-doc)	MedReview, LLC

Teladoc / healthiestyou / best doctor	Claim Technologies Inc.
My Ideal Doctor	Locey & Cahill, LLC
Dr. On Demand (500+ only)	HMS
1800MD	Business Travel
Arag Legal	Chubb
Legal Shield	AIG
Legal Shield	GBG
Metlife Legal	Metlife
Bay Care	Hartford
New Directions	Reliance Standard
Morneau Shepell	Aetna
ComPsych Corporation	
CuraLinc	
CyberScout	
US Legal	
ID Watchdog	
Population Management	
Aetna Resources For Living	
Aetna	
PBM's	Payroll Processing
Axia Strategies	Payco
BeneCard	Plan Source
RxBenefits	ADP
Express Scripts	Paycor
Navitus	Paylocity
Pillar Rx	
CVS/Caremark	
Southern Scripts	
WelldyneRx	

COBRA	Student Loans
Infinisource	Prudential
Wage Works (Conexis)	Ameritas
Medcom	Ion Tuition
Demand Star	
BAS Health	

The carriers that were previously listed we work with and have a preferred status (not exhaustive).

Brown & Brown will leverage our substantial book of business with the insurance carriers to ensure the City receives the most competitive rates available in the market. Brown & Brown, Inc., has more business with the insurance carriers than any of our competitors which affords us a distinct advantage when it is time to negotiate.

5. DESCRIPTION OF THE FIRM'S NATIONAL NETWORKS AND CONTACTS:

Our parent company, Brown & Brown, Inc. was founded in 1939 in Daytona Beach and has since grown to be the largest insurance intermediary in Florida and the 6th largest in the world. That growth has pushed our company beyond 200 offices nationwide, housing more than 11,000 teammates. In Florida, our more than 50 offices, are comprised of 2,500 teammates responsible for the design, placement and servicing of annual insurance premiums in excess of \$2.5 Billion. Brown & Brown, Inc. is a family of highly specialized units performing insurance brokerage and advisement services for clients worldwide. Below is an example of some of our business units relevant to this RFP which provide philosophical and resource support to the Brown & Brown team.

We also have a National Employee Benefits team that provides additional resources which allow us to provide our clients with cutting edge solutions in all areas of their health and welfare plans. Please find examples of these resources:

- Medical Director
- Behavioral Health Director
- Population Health Team
- EB Technology Team
- Innovation Hub
- Compliance Teams
- Rx Consulting & Auditing
- Employee Benefits Specific
- Captives
- Stop Loss and Rx Consortiums
- Employee Communication
- (Benefits Hub, Benefits App)
- Industry leading communication on COVID-19 and its impact through our Medical Director and Compliance Team
- Industry white papers
- Membership in national and local insurance vendors brokerage committees
- Creation of proprietary products
- Data Warehouse Solutions
- Dedicated Data Analytics team that can create customized reporting for our clients.

Regarding Benefits Technology, we understand the landscape is constantly evolving which is why we have an entire Brown & Brown team dedicated to employee benefit technology and platforms. We recently completed an RFP of over 60 HRIS and Benefit Administration technology platforms and have selected four as our preferred vendors.

We build and maintain these preferred vendors systems in house so there can be more flexibility with adjustments that need to be made, assured of the accuracy of the systems and an expedited EDI file feed process can occur.

All of our preferred vendors have employee mobile apps available for member convenience and the ability to text message updates and reminders.

Our clients are able to view the systems in their entirety and run any type of report needed for informational and administrative purposes. In addition, we have preferred pricing with these vendors to make them affordable to all of our clients.

We also have enhanced technology services with our Employee Benefits App and Benefits Hub website. The Benefits app can allow your employees easy access to the health and welfare plans information, ID cards, and fund balances in HSA and FSA accounts.

The Benefits Hub website is a discount service platform that contains discounts for many different services such as weight loss programs, gyms, grocery delivery, pet insurance, etc. This is a service currently being offered to City of Port Orange employees.

With the impact of our national presence, we have direct relationships with leadership within all carriers on a national level.

We have regular communication with the C-level suite within all carriers, so that we can partner on services and products that will best benefit our mutual clients.



Employee Engagement With BenefitHub

ATTRACT, RETAIN, AND MOTIVATE THE BEST TALENT FOR YOUR BUSINESS WITH BENEFITHUB

BenefitHub is an easy-to-use portal with a full range of benefits and rewards you can offer your employees.

Why BenefitHub?

- ▶ All your benefits, in one place
- ▶ Easy to use
- ▶ Incredible savings for your employees

20 Years in Business	10,000+ Customers Using BenefitHub
5/10 Largest US Employers Use BenefitHub	72% Employee Engagement
\$4,900 Average Annual Employee Savings	

Join dozens of Fortune 100 companies including America's two biggest employers. Please contact us to learn more about our employee benefit solutions.



Access your ABC Company Benefits Anytime, Anywhere!

As an ABC Company employee, you can now access most employee benefits plan information and resources when you're "on the go" from your mobile device.

Nothing to install! Access from a computer, tablet or smartphone.

Searchable
Quickly find service contact information and online resources

Benefits Plans
Review benefit plan design information and find online provider directories

Group Information
Access and print generic ID cards with group information

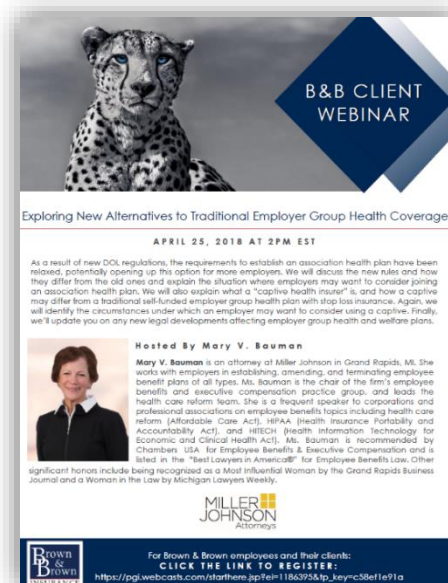
Forms
Download and print benefit-related documents and forms

demo.mybenefitsapp.com

Add an icon to your smartphone for quick access

iPhone
Tap the Share icon in the bottom right corner
Tap the Add to Home screen icon

Android
Tap this icon in the top right corner
Select: Add to Home screen



B & B CLIENT WEBINAR

Exploring New Alternatives to Traditional Employer Group Health Coverage

APRIL 25, 2018 AT 2PM EST

As a result of new DOL regulations, the requirements to establish an association health plan have been relaxed, potentially opening up this option for more employees. We will discuss the new rules and how they differ from the old ones and explain the situation where employees may want to consider joining an association health plan. We will also explain what a "captive health insurer" is, and how a captive may differ from a traditional self-funded employer group health plan with stop loss insurance. Again, we will identify the circumstances under which an employer may want to consider using a captive. Finally, we'll update you on any new legal developments affecting employer group health and welfare plans.

Hosted By Mary V. Bauman

Mary V. Bauman is an attorney at Miller Johnson in Grand Rapids, MI. She works with employers in establishing, amending, and terminating employee benefit plans of all types. Ms. Bauman is the chair of the firm's employee benefits and executive compensation practice group, and leads the health care reform team. She is a frequent speaker at corporations and professional associations on employee benefits topics including health care reform (Affordable Care Act), HIPAA (Health Insurance Portability and Accountability Act), and WELCH (Health Information Technology for Economic and Clinical Health Act). Ms. Bauman is recommended by Chambers USA for Employee Benefits & Executive Compensation and is listed in the "Best Lawyers in America" for Employee Benefits Law. Other significant honors include being recognized as a Most Influential Woman by the Grand Rapids Business Journal and a Woman in the Law by Michigan Lawyers Weekly.

MILLER JOHNSON
Attorneys

For Brown & Brown employees and their clients:
CLICK THE LINK TO REGISTER:
https://pgl.webcasts.com/joinhere.jsp?e=1186375&tp_key=c38ef1e91a

6. LIST SPECIAL EXPERIENCES OF THE FIRM IN PLACING INSURANCE COVERAGES FOR A MEDIUM SIZE CITY OR SIMILAR EXPERIENCE IN THE PRIVATE SECTOR:

Public Entity Specialist

Our Daytona office is the largest B&B office in Florida and specializes in public entities. We have developed systems and products to specifically address the needs of our public sector clients. We have separate and distinct job functions which allow our team to be specialists in their field and leaders over our peers.

Our marketing department follows all procurement guidelines when bidding insurance coverage and we access the entire market, not just a select few that we prefer to do business with. We offer the distinct combination of a “boutique” public entity brokerage offering concierge-level service with the resources of a large national broker that allows us to negotiate better terms and conditions and create unique service plans based on our client’s goals and objectives. This arrangement allows us to design, place and service in excess of \$130 Million in insurance for our Florida based governmental clients alone. Our sole focus on the public entity sector enables us to provide expert consultation and guidance that will ensure our clients’ will efficiently manage the volatile risks that Florida governmental entities face.

Our service department is trained in public entity compliance and acts as a “back-office HR department” to help guide our public sector groups through any and all issues that may arise. We believe in proactive service to identify problems before they occur and work with the vendors to tailor their programs to suit the needs of the City. We understand the budget process and timeline as well as the unique demands of City Council’s.

Our risk management division likely can’t be matched within the state of Florida. We tailor the quarterly reports, monthly budget reports and benchmarking to the concerns of city of Port Orange. We can provide ad-hoc reporting and we provide vital insight on the claims experience and utilization to ensure a long-term sustainable health and welfare plan.

Brown & Brown staff is proudly involved and committed to top industry organizations and professional affiliations, including:



Abilities and characteristics that make Brown & Brown unique:

- Dedicated to Public Entities in the State of Florida
- Holistic program approach focused on lowering insurance premiums, reducing claims, improving benefits, and streamlining program administration through technology and concierge services.
- Access to 10,000 teammates worldwide within our Family of Companies which provide our team with guidance on industry trends. This includes our sister companies which represent Fortune 100 clients and 100,000+ life groups.
- History of designing and delivering the most competitive and efficient employee benefits programs to public entities.
- History of seeking and providing proactive solutions. We have consistently provided both short and long term, strategically sound, Employee Benefits, Property, Casualty and Workers' Compensation solutions that have saved our clients millions of taxpayer dollars.
- Our large client retention rate is 98% - This is testament to our ability to manage complex programs and maintain our clients' trust and confidence in us.
- Our teammates are highly trained in public entity compliance and Florida State Statute 112.08 regarding public entity insurance placement.
- We work with the unions as directed by our clients, usually by providing reports, insurance proposals, presentations and can be involved directly with union negotiations, at the City's direction.
- We have served as consultant for the majority of the local public entities for over a decade.

Our team's collective experience exceeds **500 years**, and all teammates are encouraged to continue their pursuit of knowledge by continuing educational endeavors. As a result, most teammates hold professional insurance/risk designations, including:

- | | |
|---|--|
| • GBA – Group Benefits Associate | • ARM-P – Associates in Risk Management for Public Entities |
| • GBDS – Group Benefits Disability Specialist | • RMPE – Completion of Risk Management for Public Entities Specific Course |
| • GWPC -Certified Wellness Program Coordinator | • CIC – Certified Insurance Counselor |
| • VBS – Voluntary Benefits Specialist | • CISR – Certified Insurance Service Representative |
| • CEBS – Certified Employee Benefits Specialist | • CRM – Certified Risk Manager |
| • Bachelor of Science – Risk Management/Insurance & Finance | |

In addition to earning designations, Brown & Brown participates in continuing education sessions facilitated by our carrier partners and vendors keeping us at the forefront of any trends that may have an impact on our clients, attending webinars provided by Brown & Brown's ERISA attorney partner Miller Johnson, P.A., where legislative updates are concerned.

We then communicate any pertinent information with our clients through channels deemed appropriate by the City. Brown & Brown utilizes channels such as, in-person meetings, web meetings, conference calls, newsletters, emails and direct phone calls to our clients.

Below are some of our successes in negotiating cost savings and ongoing cost containment strategies specific to public entities of a similar size.

City of St. Cloud – (Self-Funded with Onsite Clinic)

Employee Benefits Summary – Brown & Brown provides the City with a full complement of employee benefits services. Including servicing and marketing of all employee benefits lines of insurance coverage, health care center, COBRA administration, quarterly/ semi-annual claims review, open enrollment meetings, health fair, benefits-at-a-glance booklets, OPEB Filing, Actuarial Services, Online Enrollment system, Telehealth Program, Employee Assistance Program, Mail Order Pharmacy Program, compliance updates and ACA Reporting.

Brown & Brown was awarded the City of St. Cloud's agent of record contract in April 2011. Since that time, we have saved the City more than **\$6,000,000 in premium** when compared to the fully insured program that was in place in 2011. At the inception of our agreement the City was fully insured, did not have a wellness program, and continued to struggle with double digit premium increases on their medical plan. Through a carefully constructed and innovative plan we mapped out a strategic vision to improve the cost effectiveness of the City's short and long-term healthcare benefits program.

2015

Our objective for 2015 was to increase employee utilization to the health care center, monitor the disease management program through Marathon Health due to ongoing large claims and continued rise of health insurance cost. After our continued evaluation of the City's current plan utilization and cost control, we worked with staff to provide:

- Health Care Center employee participation rose to 70% due to promotion, plan design and education aimed directly to employees
- Cost savings plan design changes with the least amount of impact to the employees and their families. Brown & Brown implemented these changes after a detailed utilization process thereby minimizing the impact on employees
- Examined 4 pharmacy benefit vendor programs for cost containment and specialty drug programs

2016

Our objective for 2016 was to see continued high level utilization of the employee health care center as well as continued engagement in the wellness initiatives.

- Presented a plan design analysis showing the best plan options for the City's self-funded program to further incentivize employee utilization to the health care center.
- The City has experienced the true strength and savings from a self-funded health insurance program and an onsite health care center. The City had endured multiple large claimants for two consecutive years driving up claim cost.
- However, as a result of transitioning to a self-funded plan and implementing the Health Care Center, we were able to sustain an enhanced employee benefit program while still controlling costs. The total 2-year cost (2014 to 2016) of the self-funded program and the Health Care Center was \$ 7.9 million, while a fully insured insurance program alone would have cost over \$10 million dollars.

Our objective for 2017 was again to increase utilization of the employee health care center as well as continued engagement in the wellness initiatives. We also aimed to save the City money through the renewal RFP process. Through carrier negotiations and actuarial expertise, Brown & Brown saved the City \$75,312 in Stop Loss premium, \$22,018 on Dental, for a total of **\$97,330**.

- Benchmarking is a tool we routinely use to determine the level of cost efficiency and competitiveness of our benefits program designs. For example, a benchmarking comparison of the City of St. Cloud's and the City of Kissimmee's programs done in 2016 reveals that the City of St. Cloud's health insurance cost per employee was about 20% less than Kissimmee's cost. Even more revealing is that St Cloud's benefits program is a traditional PPO while Kissimmee's is a high deductible plan.
- The City's cost per employee per month for the Health Care Center was also about 15% less than Kissimmee's cost (\$62.16 vs \$72.77). *This comparison is based on data received directly from Kissimmee in July 2016.
- Health Care Center employee participation rose to 75% due to promotion, plan design and education aimed directly to employees.

2018

Our objective for 2018 was to continue to drive results and engagement at the clinic and further promote a culture of health and wellness at the City.

- Onsite Health Care Center (Healthy4Life) – Brown & Brown negotiated the increased hours and renewal pricing.
- Administrative Services Agreement with Florida Blue – Brown & Brown negotiated the contract extension with no fee increase and an additional **\$100,000** in wellness dollars through October 1, 2019.
- Stop Loss – through Brown & Brown's analysis on the City's stop loss retention level and history of large claimants we were able to reduce the City's renewal increase from 6% to a 5%, an annual savings of **\$110,783**.
- Dental Insurance – After examination of the City's 2-year claim history with MetLife, Brown & Brown negotiated a 9% annual increase down to a 4% increase, an annual saving of **\$17,000**.

• Savings Achieved:	
Administrative Services Agreement Wellness	\$100,000
Stop Loss Renewal	\$110,783
Dental	<u>\$ 17,000</u>
Total Renewal Savings for 2018	<u>\$227,783</u>

2019

Our objective for 2019 was again to see high level utilization of the employee health care center and to promote meaningful wellness initiatives, while assisting the City with the Onsite Clinic RFP. As with each year, we strived to save the City money through the renewal RFP process.

- Through our negotiations with the carriers and expertise of our actuary, Brown & Brown saved the City \$35,510 in Stop Loss premium, \$19,238 on Dental, for a total of \$54,748. *We also negotiated another \$25,000 wellness fund from Florida Blue.*

Throughout the year, we worked with staff to provide the following:

- Increased biometric screening rate to 88% of all employees, with 93% of those with chronic conditions engaged with the health center.
- Assisted HR and purchasing with developing RFP specifications for the onsite clinic RFP
- Assisted procurement with answering vendors questions throughout the RFP process.
- Once CareHere was selected, Brown & Brown began working with Marathon Health, CareHere and the City to ensure a smooth transition
- with minimal impact to the employees.
- Reviewed in depth claims analysis provided by our Senior Analytic Consultant.
- Provided benchmarking, funding projections, budget recommendations based on Brown & Brown's actuary's recommendation to allow for plenty of time for budget.
- Conducted multiple Employee Lunch and Learns at the health care center.
- Assisted with Lakefront Walking Challenge, which engaged 55% more of those employees that were not already engaged at the health center.
- Provided actuarial certification for the City's annual State Filing for their self-funded health insurance plan.
- Affordable Care Act Employer Responsibilities – Brown & Brown provided the following guidance:
 - Patient Center Outcome Research Institute – payment and filing IRS form 720.
 - Transitional Reinsurance Filing - TRF Reporting and filing assistance.
 - Health Plan Identification (HPID) – Filing to Centers from Medicare and Medicaid Services.

City of Sarasota– (Self-Funded with Onsite Clinic)

Employee Benefits Summary – Brown & Brown was awarded the City of Sarasota’s Employee Benefits consulting contract in December 2016. Included in this contract is the complete suite of employee benefits brokerage, consulting, and support services. Including complete marketing of employee benefits coverages, onsite health care center, quarterly claims reviews, open enrollment meetings, health fair coordination, benefits-at-a-glance booklets, OPEB Filing, Actuarial Services, Online Enrollment system, Telehealth Program, Employee Assistance Program, Mail Order Pharmacy Program, and compliance updates.

We have worked with the City to ensure they are making the most out of their onsite health center and using the health center to drive costs down on their health plan. Each year, Brown & Brown works with the City to develop any RFPs according to when each contract is expiring.

2017

The City’s 2017 renewal was completed prior to Brown & Brown being awarded their business.

- Brown & Brown marketed the City’s EAP plan.
- Provided 8 alternate plans that either matched or enhanced their EAP plan and ultimately saved the City \$11,000 annually.
- Managed the procurement process for the City’s health care clinic vendor. The City chose to transition vendors effective 1/1/2018 from CareHere to Marathon Health.

2018

Brown & Brown marketed all lines of coverage including procuring rates for short and long-term disability, which were new lines of coverage to the City’s program.

- The 2018 competitive marketing process saved the City more than \$15,000 for the 1/1/2019 plan year.
- While the ASO was not taken through a competitive process, Brown & Brown negotiated a reduction by \$2.00 PEPM a 1-month fee holiday producing an additional savings of \$20,880 and \$43,937 respectively.
- Brown & Brown implemented CanaRx as an additional resource for safe and affordable brand name medications. The first year of the program, the City saved approximately **\$270,000** as compared to average U.S. plan costs.

2019

Brown & Brown worked with the City to develop RFPs for medical, Rx, dental, vision, stop loss, HRA, FSA, COBRA, Online Enrollment. During pre-renewal discussions, Brown & Brown recommended the City evaluate carving out their prescription drug plan for the 2020 plan year due to the substantial savings we have seen for other clients recently through a **Group Purchasing Organization** we have access to. After the RFP process, Brown & Brown's Senior Analytic Consultant analyzed and repriced all medications through the various respondents. The result was astounding.

- The City is projected to **save over 36%** on their prescription drug costs in 2020, resulting in over **\$1.3 million in savings**. This was due to improved purchasing terms and stronger rebates.
- CanaRx continued to prove beneficial as 75 enrolled members received 361 prescriptions at just over a total of \$103,000 as opposed to the average U.S. cost of \$375,600. Again, saving the City almost \$272,000 on their prescription spend.

For medical, Brown & Brown worked for months in assisting the City with evaluating ASO options. This included finalists' interviews, **repricing analysis on claims** to determine the strength of each carrier's network and a **disruption analysis on networks** to ensure employees would not be negatively impacted by a change in carrier/network.

City of Palm Coast – 385 full time employees



The City of Palm Coast has been a Brown & Brown client since 1999 and at that time had only 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. In addition to the financial success of the City's health plan, Brown & Brown keeps the City up to date with all regulations and statutes on an ongoing basis.

City of DeLand – 350 full time employees



The City of DeLand has been a client since 2010. Over the years we have worked closely with the Insurance Committee to evaluate new plan offerings, monitor claims utilization, and solicit and evaluate competitive proposals. The results of our negotiations on behalf of the City has saved over \$1.4 million dollars in health premiums. Brown & Brown also works closely with the City's onsite clinic provider to ensure the City's insurance plan benefits from the cost containment provided by the clinic. In addition to the financial success of the city's health plan, Brown & Brown keeps the City up to date with all regulations and statutes on an ongoing basis.

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 ratio as well as mitigate cost increases. Prior to this strategy, many of the union employees wanted a separate benefits package from the other employees. During a recent renewal, we were able to negotiate a - 1% decrease for the medical plan, saving the City \$91,000. In addition to the financial success of the City's health plan, Brown & Brown keeps the City up to date with all regulations and statutes on an ongoing basis.

7. ADDITIONAL SERVICES OFFERED BY THE FIRM THAT ARE NOT LISTED IN THIS RFP BUT MAY BE OF INTEREST TO THE CITY.



Brown and Brown, Daytona Beach

The Daytona Beach office of Brown & Brown 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 15 of the 16 municipalities in Volusia County and over 75 public entities within Central Florida.

Compliance with State Statutes and Regulations

Our cities, counties, and school district clients have come to count on Brown & Brown to keep them compliant and up to date on any new regulations or state statutes that will impact their benefits programs. Our internal counsel monitors initiatives being considered in Tallahassee and keeps the benefits team informed throughout the legislative session. A recent example of this was just this year when the Florida Legislature passed SB 426, which is now known as the **Firefighter Cancer Law**. We kept our cities informed as the bill was being considered and once it was signed into law, letting them know what exactly this new law meant. We sent out bulletins and emails as well as presented at several local luncheons to explain the new law, our recommendations for coverage, and the potential unknowns that were still to be resolved via court decisions.

The team assigned to the city of Port Orange is made up of public sector specialists with each one being trained and highly experienced with the statutes that govern our public entity clients. An example of this is **Florida Statute 112.08** which governs the procurement of insurance for public entities. We understand the requirement for cities, counties, and school districts to allow retirees to continue health coverage on the group plan. We follow the guidelines specific to marketing our clients' insurance plans to get them a fair price.

We also handle the annual actuarial filing for all our self-insured public entity clients.

Compliance with Federal Laws

Employee Benefits compliance has become one of the most complex challenges facing employers and is where Brown & Brown can add tremendous value. Since the implementation of the Affordable Care Act, 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/Employee Benefits Compliance firm, to be on retainer specifically to provide guidance as it is released and to answer questions that arise.

Brown & Brown will strive to keep city of Port Orange leadership and employees informed. We distribute several employee communications during open enrollment and throughout the year regarding wellness, compliance, benefit offerings and various newsletters that will be reviewed and approved by the city of Port Orange prior to printing and distributing to employees.

In addition to ACA Compliance, any time a client has a benefit related legal question, we email our attorneys at Miller Johnson and forward their legal opinion on the matter to the client. These responses are generally within the same day and add significant value. Should changes in regulation impact the City's employee benefits program, we will work with Miller Johnson to ensure you are educated on the matter as early as possible and a plan is established for compliance moving forward.

For some of the less complex HR / compliance questions, we have additional resources such as HR Workplace Services and Zywave, which also provide guidance for our clients. In addition to having the above resources available for specific questions and issues, we frequently advise our clients to attend the webinars that are hosted to proactively ensure compliance. We periodically send out newsletters and communications to keep our clients at the forefront of any legislative and/or industry updates.

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
- Benefits Admin/Online Enrollment – Online enrollment, billing, ACA compliance reporting and ongoing benefit administration
- Certified Wellness Program Coordinator
- Quarterly Claims Review (including historical claim analysis to identify trends and anomalies and make recommendations for potential actions to be taken)
- Employer and employee contribution modeling
- 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
- Assistance with Union Negotiations
- Free Access to ERISA Attorney
- Employee Surveys
- Dependent Eligibility Audits
- Pharmacy Benefit Manager Consulting
- Advantage Card Coalition
- Payroll vendor partnerships/discounts
- Commission Workshop Presentations
- Plan Design Analysis for medical and ancillary coverages (review of alternative options with associated cost savings projections)
- On-going contract review (to ensure conformity with City requirements)
- Attend and participate in annual open enrollment/benefits fairs
- Coordinate and participate in implementation of benefits, open enrollment and employee educational meetings
- Development of employee communications/educational materials
- Prepare and customize Benefits at a Glance Booklets
- State and Federal Legislative Compliance and updates including ACA
- Provide guidance and assistance with PPACA, HIPAA, ADA, FMLA, etc. reporting and employee notification
- Billing reconciliation and audits
- Act as a liaison with employees and insurers to resolve any issues/claim settlements
- Design and prepare annual personalized Employee Compensation Statements
- Provider Transparency Tools
- Health Advocacy Services

Tab B: Qualifications and Abilities of Professional Personnel

1. DESCRIPTION OF THOSE INDIVIDUAL’S EDUCATIONAL BACKGROUND INDICATING SPECIFIC STEPS TAKEN TO REMAIN CURRENT WITH TRENDS IN THE INSURANCE INDUSTRY.

Employee Benefits Expertise

Brown & Brown’s Employee Benefits practice makes your people our business. Backed by our national strength, our local service teams leverage our knowledge and experience to optimize the value created by your employee benefits program. Whether improving employee attraction and retention, getting the most out of your vendor partners, optimizing medical costs, or helping you assess the most suitable technology to meet your needs, our thoughtful and customer-specific solutions help give you peace-of-mind.

Brown & Brown Daytona’s employee benefits staff of 50 teammates has over 500 years of collective benefits experience and each member is licensed by the State of Florida Insurance Department. Members of our team have rich backgrounds in a range of insurance professions including underwriting, risk management, claims processing, third party claims administration, medical billing, HR management, wellness plans, provider contracting, marketing, employee benefits technology as well as account management and health and welfare plan implementation.

We provide our teammates with extensive training that is on-going and includes categories such as industry overview, lines of coverages, carriers/vendors, servicing employers and members, compliance, technology, open enrollment and human resources. Below is a snapshot of some of the specific training items our teammates receive:

Category	Specific Training
Industry Overview	- Obtain License - EB 101 CBT or Class
Lines of Coverage/Strategy	- Medical, Ancillary & Worksite - Fully-Insured, Level-Funded, Self-Funded - Consortium, Captives, RBP - Contribution Modeling, Repricing, Disruption
Service	- Customer Service – Insurance & HR - Communication – Tools & Techniques - Carrier Relationships/Negotiating - Claims, Billing and Eligibility - SBC’s, SPD’s and COC’s
Carriers/Vendors	- Medical, Ancillary & Worksite - HRIS and Benefit Administration - HRA, HSA, FSA - COBRA, HIPAA, ACA, 5500, Wrap, Sect. 125 - ERISA, Technology, Human Resources
Compliance	COBRA, HIPAA, ACA, 5500, Wrap, Sect. 125
Technology	- HRIS and Benefit Administration - System Testing and File Feeds
Open Enrollment	- Benefit Guides - Systems and Applications - Mock Presentations
On-Going Training	- Carrier Lunch & Learns - Industry Certifications - Brown & Brown University

Professional Designations

We are committed to remaining at the forefront of all industry trends by participating in professional memberships, continuing education, and through earning designations, as a result, most teammates hold professional insurance/risk designations, including:

CEBS – Certified Employee Benefits Specialist

GBA – Group Benefits Associate

GBDS – Group Benefits Disability Specialist

GWPC -Certified Wellness Program Coordinator

VBS – Voluntary Benefits Specialist

Professional Organization Memberships

Florida League of Cities

Florida City and County Management Association

Florida Association of Special Districts

Florida Public Human Resources Association

National Association of Health Underwriters

National Organization of Life & Health Agents

Florida Association of Counties
Florida Educational Risk Management Association

Public Risk Management Association

This information is proprietary and confidential and is not subject to public record.

Brown and Brown University (BBU)

Teammate development is very important at Brown & Brown. Our company leaders believe that change is constant, but culture survives, so Brown & Brown is forever. We want to constantly and consistently get better. Growth, change and teammate development is the hallmark of a healthy, flourishing company.

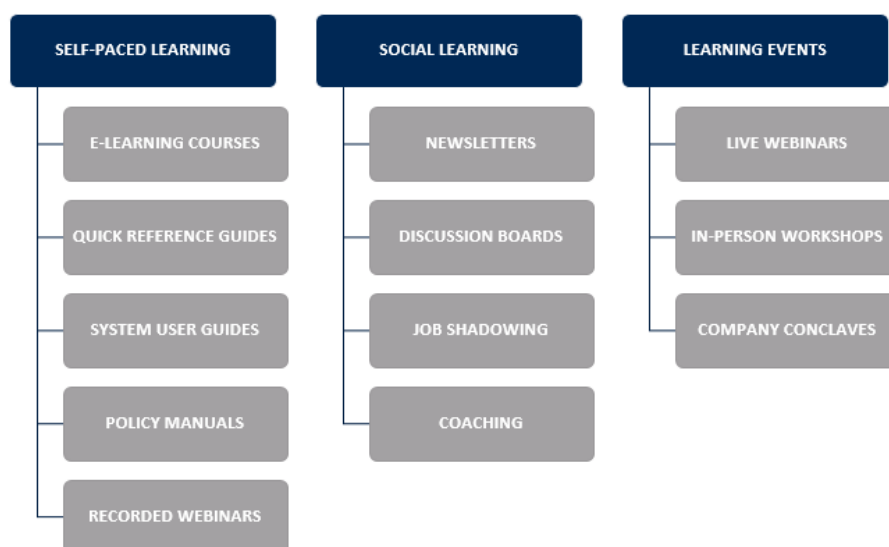
Brown & Brown University is a critical part of our ongoing education program and a key component of our relentless pursuit of talent development. At BBU, teammates, mentors, and leaders gain knowledge and form bonds that are the building blocks of a strong team. This helps drive our advocacy and service model, supports cross-company collaboration, and ultimately furthers our success.

Structure of BBU

Brown & Brown University is designed to ensure that new and existing teammates receive consistent messaging regarding company culture, compliance, and job-related processes and procedures. Due to the decentralized nature of Brown & Brown, some profit centers may have extensive education programs in place, while others do not. The learning products available within Brown & Brown University may either replace or supplement the existing profit center education program.

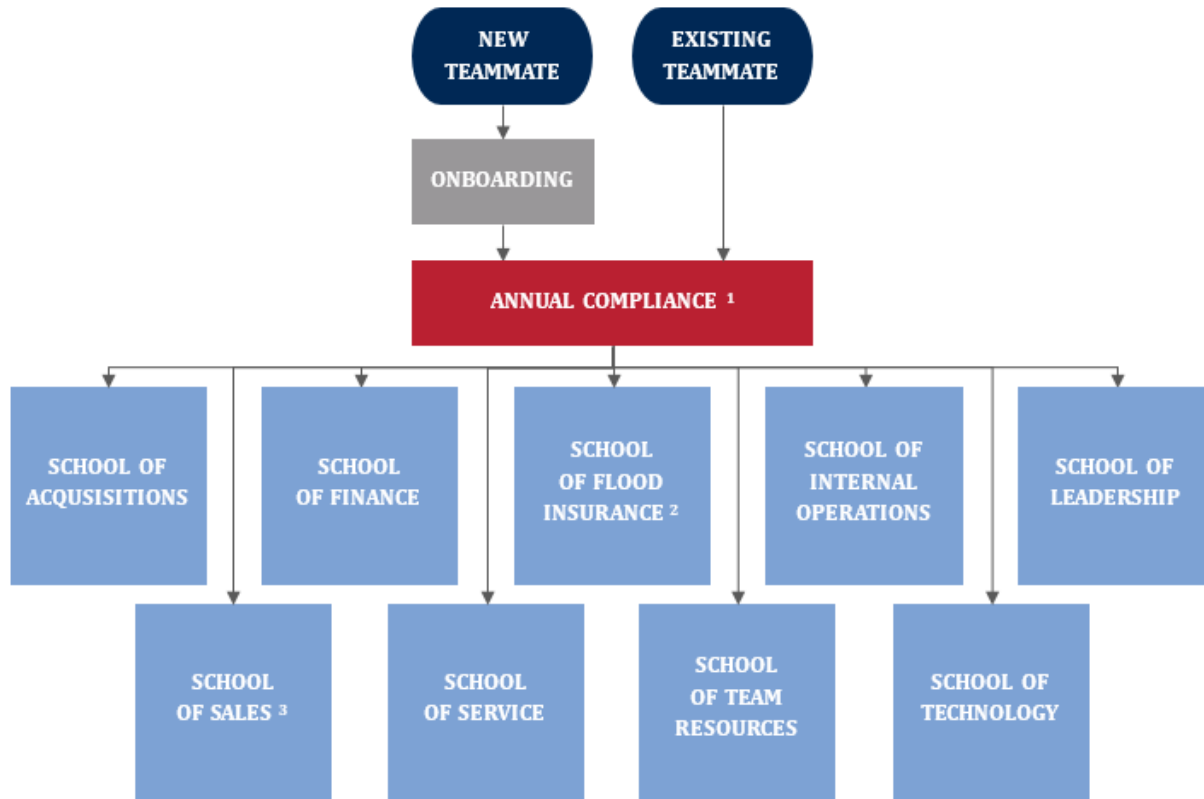
New Brown & Brown teammates are automatically enrolled in the Onboarding curriculum. They have 30 days to complete the training and upon completion are automatically enrolled in the school and curriculum that best matches their role in the company. Existing teammates are automatically enrolled in the appropriate school and curriculum as it is deployed in the learning management system or as their role within the company changes.

In addition to a teammate's job role training, which is automatically assigned, all learning products within Brown & Brown University are available to all teammates. The catalog within the learning management system allows teammates to browse or search for any items of interest. Learning products include:



This information is proprietary and confidential and is not subject to public record.

The basic structure of Brown & Brown University is as follows:



In addition, each staff member is State licensed and is encouraged and incentivized to earn any of the following advanced insurance credentials.

- GBDS – Group Benefits Disability Specialist
- VBS – Voluntary Benefits Specialist
- GBA – Group Benefits Associate
- CEBS – Certified Employee Benefits Specialist
- CWPC – Certified Wellness Program Coordinator
- REBC – Registered Employee Benefits Consultant

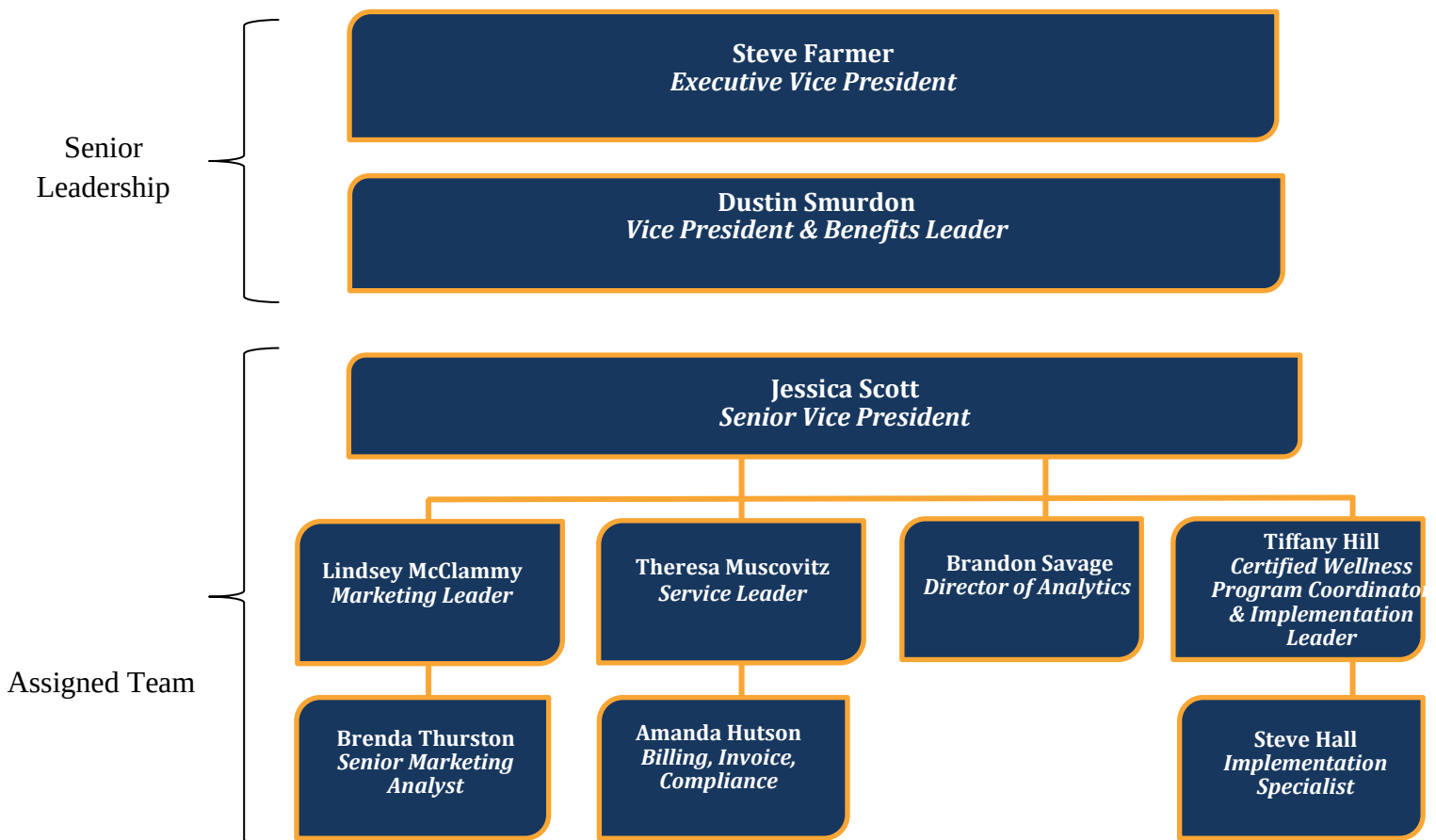
2. DESCRIPTION OF INDIVIDUAL'S WORK EXPERIENCE INCLUDING ALL PAST EMPLOYMENT AND NUMBER OF YEARS AS AN AGENT/BROKER IN THE INSURANCE FIELD. ALSO, INDICATE LENGTH OF TIME WITH YOUR FIRM AND IN THEIR CURRENT POSITION

Administration and Staff Qualifications

The administrative staff assigned to City of Port Orange consist of the following functional groups and teammates:

- Service/ Account Management (Laurie Nelson, Theresa Muscovitz, Amanda Huston)
- Carrier Marketing (Lindsey McClammy and Brenda Thurston)
- Wellness and Open Enrollment (Tiffany Hill, Steve Hall)
- Analytics (Brendan Savage)

Authoritative Direction of Control



Steve Farmer, Executive Vice President

✉ sfarmer@bbdaytona.com | 📞 (386) 239-7233

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 started his career at Brown & Brown as an Account Executive and he moved into the Executive Vice President role running the Daytona Beach office 3 years ago. 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.

Dustin Smurdon, Vice President & Benefits Leader

✉ dsmurdon@bbdaytona.com | 📞 (386) 239-8889

Dustin Smurdon is responsible for the overall performance of the Daytona Beach Employee Benefits Division. The team consists of about 50 teammates focusing on Service, Analytics, Marketing, Enrollment/Implementation and Wellness. Dustin has been with Brown & Brown since 2015. Prior to Brown & Brown, Dustin spent nearly 12 years with JPMorgan Chase in various operational and leadership roles. He currently serves on the Board of the United Way of Volusia and Flagler Counties as the Chair Elect. He is originally from Ohio, where he attended Ohio University and obtained his Bachelor of Business Administration degree in Finance and Marketing. Dustin holds his insurance licenses for Life, Variable Annuities & Health along with the General Lines Property & Casualty.

Jessica Scott, Senior Vice President, City of Port Orange Primary Contact

✉ jscott@bbdaytona.com | 📞 (864) 918-1353

Ms. Jessica Scott will serve as the primary contact (Account Executive) for The City of Port Orange and will work together with the assigned team at Brown & Brown to ensure needs are being met on a daily basis. Jessica has over 15 years of benefits consulting experience with Brown & Brown, in the Account Executive role. Prior to Brown & Brown, Jessica worked for a technology company in sales from the time she graduated college until starting her career at Brown & Brown. Jessica will be responsible for leading the team in all aspects of the health & welfare engagement. She will provide strategic advice and support on all facets of the employee benefit plans, from plan design strategy, funding alternatives, implementation, administration, board and committee presentations, resolving escalated service/claim issues and compliance.

Jessica has been working with both local and statewide public entity clients for the duration of her career. Jessica also serves on the following local non-profit boards: PACE Center for Girls, YMCA, Checkered Flag Committee and former Board Chair of Domestic Abuse Council and United Way of Volusia and Flagler. Jessica grew up in Ormond Beach and went to college at Furman University in Greenville, SC, where she obtained her Bachelor of Arts degree in Psychology. Jessica holds her insurance license for Life, Variable Annuities & Health.

Jessica currently manages 58 clients: 18 large, 28 medium and 12 small clients.

Jessica's Areas of Expertise Include:

- Annual renewal negotiations for all clients (medical, dental, vision, life, disability, flexible spending accounts, and voluntary benefits)
- Managing RFP process
- Working closely with Insurance Committees to establish renewal calendars, and with RFP design and management, vendor selection, and negotiations
- Presentations to Boards, Committees, Unions, etc
- Monthly, Quarterly, and Annual claims reviews to include Executive Summaries and recommendations in order to accomplish budgetary goals
- Compliance oversight for all clients
- Coordination with actuary to assist with 112.08, RDS, and OPEB filings for self-funded public entity clients
- Recently working with HR and Finance departments to assist them with applying for a Small Business Loan through the CARES Act.
- Pharmacy disruption analysis to determine the impact of changing Pharmacy Benefit Managers (PBMs)
- Claims re-pricing analysis to determine the potential savings between networks
- Wellness program design, implementation, and ongoing initiatives
- Payroll vendor selection and implementation
- Transitioning multiple clients from fully insured to self-funded health plans
- Onsite/Near-site clinic consulting to include RFP process, vendor selection, and ongoing coordination between clinic vendor and health plan
- Disability contract analysis to identify potential areas of concern or where improvements could be made based on industry
- Healthcare concierge vendor selection and implementation
- Open enrollment planning, presentations, and assistance with enrolling in benefits

Commitment to the highest level of service to both HR and leadership teams at clients as well as their employee

Lindsey McClammy, *Marketing Leader*

✉ LMcClammy@bbdaytona.com | 📞 (386) 239-8892

Lindsey McClammy oversees Brown & Brown Daytona Beach's employee benefits marketing team. She has spent her 10+ years at Brown & Brown first as small business leader, then as senior marketing analyst, and developed into a leader with strong carrier relationships to get deals done for our clients. Lindsey earned her Bachelor of Arts in Communications from the University of West Florida and holds a Florida Life & Health (2-15) License.

Areas of specialization include:

- Self-Funded 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
- Contribution modeling and develop customized ad hoc reports with insurance carriers to facilitate the City of Port Orange with plan decision throughout the year

Brenda Thurston, *Senior Marketing Analyst*

✉ bthurston@bbdaytona.com | 📞 (386) 239-7230

Brenda Thurston will be responsible for the marketing process and will be available to the City of Port Orange all year to propose new market options as they become available. She has over 21 years of employee benefits experience, where she has been leading 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 well as relationships with all major Florida medical and ancillary carriers.

Areas of specialization include:

- Prepare RFP for City of Port Orange's benefit coverages, gather the required information to send to carriers
- Release bid to all carriers with detail information on requirements, answer all questions that may follow
- Review and analyze bids when they come in and prepare formal proposals for presentation
- Negotiate with carriers
- Notify carriers of final decision, order benefit summaries, applications, certificates, and policies
- Term letter to prior carrier(s)
- Review certificates and policies to be sure they are accurate to sold benefits
- Meet with carriers throughout the year to stay up to date with plans, trends and continued training

Theresa Muscovitz , *Senior Account Manager*

✉ TMuscovitz@bbdaytona.com | 📞 (386) 239-7248

Theresa Muscovitz will oversee the team servicing the City of Port Orange and will be available for any service issues and concerns. She has over 20 years of insurance industry experience and holds a Florida Life & Health (2-15) License. Theresa has been in the Account Management role at Brown & Brown for the last 6 years. Prior to that, she spent 9 years as an HR/Operations Director with a cobra TPA and earlier in her insurance career she spent 5 years as a cobra implementation specialist.

Areas of specialization include:

- Training of service team
- Maintaining strong relationships with service leaders at each carrier to resolve issues on behalf of our clients
- Assist employees during annual enrollment with benefit questions
- Providing guidance on employee benefit legislation, regulation, and procedures to ensure compliance
- Prepare communication for Annual Enrollment
- Assist client with eligibility issues
- Assist with implementation/ ongoing utilization of Benefit Administration system
- Assist with compliance items- COBRA, LOA, Retiree Billing
- Solving claims issues
- Process the annual renewal within the benefit administration system for carriers, rates and class structure
- Test, correct and retest the benefit administration system
- Assist or make appropriate liaisons regarding ACA processing and questions on employer reporting
- Lead the implementation of new carriers and plan designs for the City
- Prepare the Benefits At a Glance handbook and additional employee communications

Laurie Nelson, Service Manager

✉ lnelson@bbdaytona.com | 📞 (386) 239-4054

Laurie Nelson will oversee the team servicing the City of Port Orange, serve as its Account Manager and will be available for any escalated service issues and concerns. Laurie will be assisting and her team to ensure fluent communication and adequate problem solving. She has over 24 years of insurance industry experience and holds a Florida Life & Health (2-15) License. Laurie started her insurance career in 1994 with a local TPA as an Account Manager. Brown & Brown purchased the TPA and Laurie moved into an Account Manager role with Brown & Brown for 10 years. She was promoted to Service Manager with Brown & Brown 8 years ago and continues to lead the Account Management team today in this role.

Areas of specialization include:

- Maintaining strong relationships with service leaders at each carrier to resolve escalated issues on behalf of our clients
- Developing customized services based on our clients' requests and needs
- Providing on-going guidance on employee benefit legislation, regulation, and procedures to ensure compliance
- Ensuring the Account Management team is properly staffed to support our clients
- Providing continued training for Account Management team
- Assisting with implementation/ ongoing utilization of Benefit Administration system

Amanda Hutson, Billing, Invoice, Compliance

✉ ahutson@bbdaytona.com | 📞 (386) 944-5809

Amanda will serve as the city's dedicated analyst for billing, invoicing, and compliance. She has been with Brown & Brown for 5 years and previously worked in the financial services industry for 17 years. Some of her responsibilities include:

- Dedicated to client billing to include but not limited to audit, research, and resolution
- Auditing 1st months invoice after renewal and continued audits throughout the year as needed
- Assist Account Managers with additional client related projects

Brandon Savage, *Director of Risk Management*

✉ bthurston@bbdaytona.com | 📞 (386) 239-7230

Brandon Savage is responsible has over 12 years of insurance industry experience primarily and has excelled in a variety of diverse roles during this time, including Account Executive and Director of Account Management, Director of Risk Management for clients over 100 lives. He is an alumnus of the State University of New York and holds a Florida Life & Health License. Brandon has been with Brown & Brown just under 5 years and leads the Analytics team, with responsibility for 3 teammates.

On a high level, Brandon's team is responsible for analyzing claims data, making recommendations for changes in plan design where needed, benchmarking plan designs, identifying cost drivers, as well as serving as the primary liaison with our actuaries. Specifically, his team provides quarterly claims analysis, total costs projections, benchmarking reports, contribution modeling, alternate stop loss deductible recommendations, and develop customized ad-hoc reports to address other areas of interest/concern.

Areas of specialization include:

- Actuarial Projections – aggregation of data, work with the Actuary, summarization of financial results
- Renewal Meeting Preparation and Presentation with HR and Health Insurance Committee to progress towards goals
- Monthly Plan Performance vs. Budget summaries, including stop loss monitoring and rebate tracking
- Ad-Hoc Reporting
- Semi-Annual / Quarterly Plan Performance Reviews
- Budget Reporting/Projections
- City Commission Presentations
- FS 112.08 Filing – Aggregation of data, production of draft and filing by Actuary

Tiffany Hill, *Certified Wellness Program Coordinator & Implementation Leader*

✉ thill@bbdaytona.com | 📞 (386) 333-6064

Tiffany Hill has over 12 years of insurance/employee benefits experience. Tiffany started her career as an HR Director for a local company for 6 years. She came to Brown & Brown 6 years ago and started as an Account Manager. Three years later, she became the leader of the implementation team. She is responsible for maintaining implementation calendar throughout the year, which includes all open enrollment meetings for entire Brown & Brown Daytona employee benefits book of business. Tiffany maintains relationships with the producer, marketer, and account manager as main point of contact for setting up both in person and virtual open enrollment meetings. Tiffany is responsible for sending out follow up client satisfaction surveys as well as communication results to internal team. She works directly with benefits leader to constantly seek out new and efficient solutions to provide client with ongoing education on their health and wellness plans.

Tiffany became certified as a Wellness Specialist in 2017. As a Wellness Specialist, Tiffany is the client point of contact for any corporate wellness program initiative/effort. Tiffany is responsible for assisting clients as well as working with carrier partners to create and roll out all levels of corporate wellness programs. This includes supporting the client through organizing various onsite screenings and health fairs, creating and providing employee communications, assisting with client's online wellness platform, assisting clients with the creation of company wellness committee and lastly developing/driving yearly wellness strategies and goals. Tiffany is a certified as a wellness program coordinator through The Chapman Institute (CWPC) and holds a Florida Life & Health (2-15) License.

Steve Hall, *Implementation Specialists*

✉ shall@bbdaytona.com

Steve Hall has been and will continue to be the City of Port Orange's dedicated implementation specialist. Steve'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. Steve has an excellent understanding of all lines of coverage that we offer and has worked with all carriers through new business and renewals. Steve 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 of Port Orange requires during open enrollment. Steve holds a Florida Life & Health (2-15) License.

3. DESCRIPTION OF INDIVIDUAL'S PERSONAL KNOWLEDGE OF INSURANCE MARKETS, SPECIFICALLY HEALTH AND DENTAL FOR FLORIDA LOCAL GOVERNMENTS.

We have outlined within each teammates' resume and description that the City has been assigned a team where each individual has at least 10+ year of experience either in the insurance industry and at Brown & Brown. Therefore, the City has a dedicated team assigned who has worked with health and dental plans for Florida local governments for several years and are experts within these markets. The entire team at Brown & Brown meets weekly with insurance carriers, specifically medical and dental, as well as additional lines of coverage, to understand all updates within each carrier in the marketplace so we can keep our clients abreast of the latest trends, plans, and products available. We complete training early every year with each carrier to understand the plans that have been filed for that year and the changes that have been made. Through our national and local contacts, we continue to develop new partnerships with medical and dental carriers. Our compliance team alerts us of any mandates and changes that need to be implemented specifically for our Florida public entity clients.

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.

Employee Benefits compliance has become one of the most complex challenges facing employers and is where Brown & Brown can add tremendous value. We have access to ERISA attorneys, Employment Law attorneys, HR workplace, Zywave, Spot on Resources and the CoreCompliance Applications to stay well-informed of all Federal and State mandates and requirements. We also provide our clients with access to HR workplace, so they have access to HR professionals for non-health and welfare related questions. Also, our Service Leader, sends out monthly compliance updates to our clients, and the items that apply to the City are discussed in detail. All of the required annual employee notices are included in the Benefits at a Glance booklet we produce annually, which can be posted to your intranet and reviewed at open enrollment.

In addition to having the above resources available for specific questions and issues, we frequently advise our clients to attend the webinars that are hosted to proactively ensure compliance. We periodically send out newsletters and communications to keep our clients at the forefront of any legislative and/or industry updates.

Brown & Brown also utilizes:

- ✓ HIPAA HiTech Compliance
- ✓ Cloud Computing and Server Systems
- ✓ Encrypted Emails
- ✓ IT Infrastructure Compliant with SOX

See below for Compliance Resources Communications Examples.



B&B CLIENT WEBINAR

Exploring New Alternatives to Traditional Employer Group Health Coverage

APRIL 25, 2018 AT 2PM EST

As a result of new DOL regulations, the requirements to establish an association health plan have been relaxed, potentially opening up this option for more employers. We will discuss the new rules and how they differ from the old ones and explain the situation where employers may want to consider joining an association health plan. We will also explain what a "captive health insurer" is, and how a captive may differ from a traditional self-funded employer group health plan with stop loss insurance. Again, we will identify the circumstances under which an employer may want to consider using a captive. Finally, we'll update you on any new legal developments affecting employer group health and welfare plans.

Hosted By Mary V. Bauman

Mary V. Bauman is an attorney at Miller Johnson in Grand Rapids, MI. She works with employers in establishing, amending, and terminating employee benefit plans of all types. Ms. Bauman is the chair of the firm's employee benefits and executive compensation practice group, and leads the health care reform team. She is a frequent speaker to corporations and professional associations on employee benefits topics including health care reform (Affordable Care Act), HIPAA (Health Insurance Portability and Accountability Act), and HITECH (Health Information Technology for Economic and Clinical Health Act). Ms. Bauman is recommended by Chambers USA for Employee Benefits & Executive Compensation and is listed in the "Best Lawyers in America®" for Employee Benefits Law. Other significant honors include being recognized as a Most Influential Woman by the Grand Rapids Business Journal and a Woman in the Law by Michigan Lawyers Weekly.

MILLER JOHNSON

BROWN & BROWN INSURANCE

<https://pgi.w>

HR WORKPLACE SERVICES

Important Legislative Changes

October 23rd, 2018

Alaska

Hiring

Effective Oct. 27, 2018, employers can grant an employment preference to certain national guard members and veterans who were released under honorable conditions from the service when hiring employees.

California

City of Alameda

Effective July 1, 2019 the minimum age is \$13.50 per hour.

California

Cyber Security

Effective January 1, 2020, internet connected devices sold in the State of California must adhere to State Legislation covering Cyber Security, relating to mandatory device security features.

California

Military Leave

Effective January 1, 2021, an employee may claim paid family leave insurance benefits if he or she is unable to work due to participation in a qualifying exigency related to the covered armed forces active duty, or call to active duty regarding employee's (spouse, domestic partner, child or parent.)

Connecticut

IRA Participation

Effective January 1, 2019 the State of Connecticut requires private employers without a company sponsored retirement plan to enroll employees in a state-sponsored IRA.

Consulting | Advisory | Technology | Compliance
866.691.7757 support@hrworkplaceservices.com



You're invited...

Zywave offers **complimentary webinars for our Partners** to help you stay up to date on important compliance topics that affect your clients. The webinars are presented by Zywave's legal content attorneys, who are experienced in helping employers understand their obligations. ¶

December 2019: ACA Reporting Updates ¶

In this webinar, our ACA attorneys will provide an overview of Section 6055 and 6056 reporting for 2019. The discussion will include information on updated versions of the required IRS forms and instructions, along with answers to common questions about the reporting process. ¶

¶ **Date:** December 5, 2019 ¶
¶ **Time:** 12:00 – 1:30 p.m. Central time ¶

¶ **Registration:** ¶
Click https://go.zywave.com/ACAReporting/Updates_December_LP-Registration.html to register. **Space is limited, so register now!** ¶

If you are unable to attend, you can access the recording in the Compliance Webinar section of Zywave University. ¶

To ensure access for our Partners, the live webinar is offered exclusively to Zywave Partners. ¶

¶ We invite you to share the recording of this webinar with your clients and prospects. Watch for an email with a link to the recording and the presentation materials that you can share once the webinar has taken place. ¶

¶ If you are interested in providing a live webinar to your clients and prospects, please contact training@zywave.com for more information. Please contact our Partner Support team at support@zywave.com with any other questions. ¶

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COMPLIANCE OVERVIEW

Provided by Public Risk Insurance Advisors

Top 10 COBRA Mistakes and How to Avoid Them

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that employers provide former employees and dependents who lose group health benefits with an opportunity to continue group health insurance coverage for a limited period of time. Compliance with the complex rules regarding COBRA coverage can be difficult and mistakes can be costly. Penalties for noncompliance can include excise taxes and statutory fines. The risks also include lawsuits to compel coverage and costly adverse selection of COBRA coverage.

Most employer-sponsored group health plans are subject to COBRA's continuation coverage requirements. However, some employers, such as churches and small employers, are exempt from COBRA. In addition, certain welfare benefit plans, such as long-term and short-term disability plans, are not subject to COBRA because they do not provide medical care.

This Compliance Overview lists the most common mistakes made by employers and provides practical information and tips for avoiding the penalties and risks associated with these mistakes.

LINKS AND RESOURCES

- [Employer's Guide to Group Health Continuation Coverage under COBRA](#), a DOL publication
- [Frequently Asked Questions](#) from the DOL on COBRA continuation coverage
- DOL's [final rule](#) on COBRA notice requirements

HIGHLIGHTS

PRACTICAL TIPS

- COBRA applies to employers that had 20 or more employees on typical business days during the preceding year.
- Qualifying events are events that cause loss of group health coverage and trigger COBRA coverage for qualified beneficiaries.
- Employers subject to COBRA must provide several notices to inform participants and beneficiaries of their rights.
- Plans subject to COBRA must have reasonable procedures in place for qualified beneficiaries to notify the plan administrator of certain events.

PRIA
PUBLIC RISK INSURANCE ADVISORS

This Compliance Overview is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

If the City of Port Orange would like to evaluate alternative to their current section-125 benefits plan, we would include some questions in your employee surveys to evaluate employee interest in exploring alternatives to a traditional cafeteria plan like moving to a post-tax arrangement. We can vet out alternatives using our various vendor relationships. Brown and can conduct a full audit of the City of Port Orange's section 125 to ensure compliance. Items that must be included are:

- A description of benefits
- Coverage period
- Eligibility rules
- Election period
- General irrevocability rule
- Permitted exceptions to that rule
- Effective period
- Way employer contributions are made
- Maximum salary reductions available
- Plan year

5. DESCRIPTION OF THE FIRM'S LEGAL RESOURCES ASSOCIATED WITH EMPLOYEE BENEFITS.

As a consultant for several multi-state employers, our team is thoroughly trained on new and current state regulations pertinent to the compliance of our customers. 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. In addition to our internal team, we have contracted with a third-party legal firm, Miller Johnson and Ford Harrison, both specializing in all aspect of Health and Welfare plans including PPACA, HIPAA/HITECH, Medicare Part D, Employment law, FMLA, FFCRA, and the CARES Act. In addition, any time a client has a benefit related legal question, we email our attorneys, and forward their legal opinion on the matter to the client. These responses are generally within the same day and add significant value. We are also able to coordinate conference calls with our attorneys as needed. Should changes in regulation impact the City of Port Orange employee benefits program, we will work with our attorneys to ensure you are educated on the matter as early as possible and will assist in establishing a plan for compliance moving forward. Our National Employee Benefits team and attorney partners have created state-specific compliance guides, checklists, and training videos to ensure our clients' programs conform with all necessary regulations

In addition, our team can utilize technology like the CoreCompliance application to adapt to each of our clients' specific compliance needs. The CoreCompliance application operates on a proprietary platform that adapts to each customer's specific needs. The items for review are determined

based on responses to specific compliance questions during the live compliance exploration. Use of the proprietary platform enables a more detailed review of applicable compliance issues while forgoing compliance topics that do not apply to the employer.

CUSTOMIZED REPORTS

The CoreCompliance™ application generates a customized report which includes support in areas including the following:

- » Section 125
- » ERISA
- » HIPAA
- » Self-Insurance
- » ACA Reporting
- » ACA General Topics
- » Wellness Plans
- » COBRA



For example, if an employer states that because of ACA, they now have non-salaried employees participating in their Section 125 plan to pay for major medical coverage, but are not eligible for other benefits offered under the Section 125 plan, the application notes that this is a possible discrimination issue, and allows the consultants to provide a suggested course of action to address the issue further.

Brown & Brown will provide written guidance to the City's staff any time a new state or federal law changes which may impact the City's benefits program. Recent examples include the FCCRA, Cares Act and Consolidated Appropriations Act information related to the COVID-19 pandemic. We also provide monthly updates in HR, the employee benefits industry and compliance matters. Our Medical Director and compliance teams host regular webinars and additional resources to ensure the City is well informed. In addition to regular interaction with your Senior Vice President and Account Manager on these matters, available resources will include:

- Brown & Brown Internal Counsel
 - Anything specific to Florida statutes can be researched by Brown & Brown's internal counsel
 - For example, the Fire Fighter Cancer Law that went into effect 7/1/19 for public sector groups
- Subject Matter Experts within Brown & Brown
 - Dr. Louise Short – National Clinical Leader
 - Nick Karls – VP, Regulatory & Legislative Strategy
 - Population Health Team
 - Innovation Hub
 - EB Tech Team
- Miller Johnson - ACA/ERISA/Compliance Attorneys on retainer
 - Provide written legal guidance for clients as needed usually within the same day of the request
 - Written compliance updates
 - Seminars/Webinars when new regulations are released
- Spot On Resources Online Client Portal
 - Search by topic name to find related compliance bulletins, overviews, and other resources
 - HR Workplace - HR consulting service is and will continue to be provided to the City



Stay up to date on the latest legislative updates and hot topics.

The content news feed on your home page is your go-to for all the latest resources related to your business.



Quickly and easily find the resources you need, when you need them.

With thousands of easily searchable materials, Spot On Resources is your one-stop resource on topics including compliance, safety, risk management, and employee newsletters. Plus, access an online OSHA log to simplify OSHA recordkeeping compliance.



Find out how your company compares to similar firms and seek advice from industry peers.

Through Spot On Resources, you can participate in risk management surveys to see how your plans stack up to like companies. Also, access an online forum of industry peers to discuss best practices, challenges, and more.

ZYWAVE

Find the information you need at your fingertips. **Zywave** content will help you meet your company's needs and help you communicate with your employees. Topics covered include legislation and compliance along with information on HR and other employee benefit issues.

Spot On
Resources

Decision
Master
Warehouse

HR
Hotline

PlanAdvisor

Wrap360

Benefits
Notices 360

Spot On Resources	A portal supporting your digital experience with solutions to help you: ACA reporting app, HR forum, compliance tools, and more
Decision Master Warehouse	Health claims analytical tool for self-funded and larger fully insured groups – comparing utilization to Truven norms, plan design modeling, and developing a plan to control costs
HR Hotline	Access to personalized, professional HR consultation, and knowledge with a click of a button
PlanAdvisor	Health claims analytical tool for fully insured groups offering Truven norm comparisons, renewal estimation, and plan design modeling
Wrap360	Stay in compliance with ERISA, with custom, attorney-written Wrap SPDs, and Plan documents
BenefitsNotices360	Customize and generate more than 20 major, required benefits notices



Exploring New Alternatives to Traditional Employer Group Health Coverage

APRIL 25, 2018 AT 2PM EST

As a result of new DOL regulations, the requirements to establish an association health plan have been relaxed, potentially opening up this option for more employers. We will discuss the new rules and how they differ from the old ones and explain the situation where employers may want to consider joining an association health plan. We will also explain what a "captive health insurer" is, and how a captive may differ from a traditional self-funded employer group health plan with stop loss insurance. Again, we will identify the circumstances under which an employer may want to consider using a captive. Finally, we'll update you on any new legal developments affecting employer group health and welfare plans.



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significant honors include being recognized as a Most Influential Woman by the Grand Rapids Business Journal and a Woman in the Law by Michigan Lawyers Weekly.



For Brown & Brown employees and their clients:

CLICK THE LINK TO REGISTER:

https://pgi.webcasts.com/starthere.jsp?ei=1186395&tp_key=c58ef1e91a

Our Standard HR Advisory Services Are Provided By Brown & Brown Insurance

Employers have a tremendous responsibility when it comes to protecting their business, that's why you have been given access to **HR Workplace Services, Inc. (HRWS)**.

Whether you require assistance with routine day-to-day issues or long-term strategic planning, simply contact HRWS or send an email to **Support@HRWorkplaceServices.com**.

Standard HR Advisory Services include but are not limited to:

Unlimited Telephone and Email	Monthly HR Clinic Advisor Updates	Legislative Updates
Healthcare Reform	Handbook Review	Statutory Compliance
Wage & Hour	Policy & Procedures	ADA Guidance
EEO Guidance	Harassment and Discrimination	FMLA Guidance

Additional Practice Areas (Fee-For-Service):

Consulting

- Audits (ERISA, HIPAA, Human Resources, etc.)
- Compensation Studies
- Affirmative Action Plans
- Investigations
- Job Descriptions
- Business Reorganization

HIPAA

- Manuals
- Privacy and Security Officer Training
- HIPAA PHI Training

ERISA

- Fiduciary Requirements
- Summary Plan Description Wrap Documents
- Non-Discrimination Testing
- 5500 Preparation (SAR)
- Summary of Materials and Modification
- Annual Notices

Employment Handbook and Manuals

- Creation, Reconstruction and Design

Financial Advisory

- Retirement Planning
- Fiduciary Guidance and Advisory

Training & Development (Web, Onsite, Live)

- 3500 course customizable catalogue
- Over 270 hours of HRCI Credit

Tribal Advisory Services

- Essential Government Functions

Outsourcing

- Total or Specific Function Solution

International Business Development

- Global Expansion

Brown & Brown will advise and assist on all tracking and monitoring of the many employer mandates and financial responsibilities that are reviewed, including:

- Medicare Part D
- 6055/6056 Tracking and Reporting
- W-2 Reporting
- Pay or Play Penalties

In addition to the services above, Brown & Brown performs the following tests to ensure our clients' plans are compliant. These tests are run through our in-house models or checked against federal guidelines to ensure compliance.

- 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

Brown & Brown has implemented Benefits Administration Technology for several of our clients in order to help them stay compliant with eligibility, ACA reporting, measurement/look back periods, employee notices, etc. In addition to ACA compliance, Brown & Brown assists our clients in complying with the following regulations:

- IRS Section 125
- COBRA
- 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
- ADA
- OPEB
- FMLA
- FFCRA
- CARES Act

Tab C: Location and Accessibility

Account Executive assigned to The City of Port Orange

Jessica Scott, Senior VP of Employee Benefits
Brown & Brown Insurance
300 North Beach Street
Daytona Beach, Florida 32114

Ms. Jessica Scott will serve as the primary contact for The City of Port Orange and will work together with the assigned team at Brown & Brown to ensure needs are being met on a daily basis. Jessica has over 15 years of benefits consulting experience with Brown & Brown. Prior to Brown & Brown, Jessica worked for a technology company in sales from the time she graduated college until starting her career at Brown & Brown. Jessica will be responsible for leading the team in all aspects of the health & welfare engagement. She will provide strategic advice and support on all facets of the employee benefit plans, from plan design strategy, funding alternatives, implementation, administration, board and committee presentations, resolving escalated service/claim issues and compliance.

Jessica has been working with both local and statewide public entity clients for the duration of her career. Jessica also serves on the following local non-profit boards: PACE Center for Girls, YMCA, Checkered Flag Committee and former Board Chair of Domestic Abuse Council and United Way of Volusia and Flagler. Jessica grew up in Ormond Beach and went to college at Furman University in Greenville, SC, where she obtained her Bachelor of Arts degree in Psychology. Jessica holds her insurance license for Life, Variable Annuities & Health.

Jessica's Areas of Expertise Include:

- Annual renewal negotiations for all clients (medical, dental, vision, life, disability, flexible spending accounts, and voluntary benefits)
- Managing RFP process
- Working closely with Insurance Committees to establish renewal calendars, and with RFP design and management, vendor selection, and negotiations
- Presentations to Boards, Committees, Unions, etc
- Monthly, Quarterly, and Annual claims reviews to include Executive Summaries and recommendations in order to accomplish budgetary goals
- Compliance oversight for all clients
- Pharmacy disruption analysis to determine the impact of changing Pharmacy Benefit Managers (PBMs)
- Claims re-pricing analysis to determine the potential savings between networks
- Wellness program design, implementation, and ongoing initiatives
- Transitioning multiple clients from fully insured to self-funded health plans
- Onsite/Near-site clinic consulting to include RFP process, vendor selection, and ongoing coordination between clinic vendor and health plan
- Disability contract analysis to identify potential areas of concern or where improvements could be made based on industry
- Healthcare concierge vendor selection and implementation
- Open enrollment planning, presentations, and assistance with enrolling in benefits

Commitment to the highest level of service to both HR and leadership teams at clients as well as their employee's.

Account Manager assigned to The City of Port Orange

Theresa Moscovitz, Senior Account Manager
Brown & Brown Insurance
300 North Beach Street
Daytona Beach, Florida 32114

Theresa Muscovitz will oversee the team servicing the City of Port Orange and will be available for any service issues and concerns. She has over 20 years of insurance industry experience and holds a Florida Life & Health (2-15) License.

Areas of specialization include:

- Training of service team
- Maintaining strong relationships with service leaders at each carrier to resolve issues on behalf of our clients
- Assist employees during annual enrollment with benefit questions
- Providing guidance on employee benefit legislation, regulation, and procedures to ensure compliance
- Prepare communication for Annual Enrollment
- Assist client with eligibility issues
- Assist with implementation/ ongoing utilization of Benefit Administration system
- Assist with compliance items- COBRA, LOA, Retiree Billing
- Solving claims issues
- Process the annual renewal within the benefit administration system for carriers, rates and class structure
- Test, correct and retest the benefit administration system
- Assist or make appropriate liaisons regarding ACA processing and questions on employer reporting
- Lead the implementation of new carriers and plan designs for the City
- Prepare the Benefits At a Glance handbook

1. NUMBER OF ACCOUNTS FOR WHICH THE ACCOUNT EXECUTIVE IS RESPONSIBLE.

Jessica currently services 58 accounts: 18 Large (over 500 employees), 28 medium (100-500 employees) and 12 small (2-100 employees)

Theresa serves as Account Manager for 15 accounts.

2. HOW THE CITY'S ACCOUNT WOULD COMPARE IN SIZE AND SCOPE TO OTHER CLIENTS OF THE AGENT/BROKER.

Brown & Brown is a middle market broker, meaning the average size accounts we have within our book of business is between 100-500 employees. Therefore, The City of Port Orange is exactly the size account we have expertise in servicing. Specifically, the majority of Jessica Scott's accounts range between 100-500 employees, as well.

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.

Brown & Brown is staffed in anticipation of acquiring new clients and plans carefully for increases in workload to ensure we sustain the highest level of service. This is why our Daytona Beach benefits team has grown to over 50 employees, and we continue to hire in anticipation of taking on new accounts. We have designated areas within our department, so depending on the need or issue that arises, we have an expert who can respond immediately based on the nature of the need or issue. This team is a resource to the Account Executive assigned to the City, so that Jessica can focus on the more immediate issues or projects that come up, as well as the marketing/renewal process, claims reviews and compliance assistance. A dedicated Account Manager (Theresa) is assigned to the City and serves as the day-to-day contact, while keeping the Account Executive abreast of any issues or questions the City has. Theresa and Jessica work together to give the City proper responses and attention to issues within the same day. We provide the City with direct office numbers, email addresses and cell phone numbers to ensure accessibility of the team assigned. We provide back-up personnel in the event of a team member being absent or unavailable. Each Account Manager has a technical assistant assigned, so that the Account Manager can focus on the more complex issues that arise, while the technical assistant can address more time consuming, but less complex issues. The Account Executive works with this team to ensure that if any issues are escalated or emergencies, she can involve the proper parties to find resolution quickly. Jessica is available to the City 24/7 and typically responds either immediately or within a couple hours, even on nights, holidays and weekends.

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.

Our service philosophy is concierge customer service to ensure the City of Port Orange's administrators and employees have a high level of satisfaction with their health and welfare plans. We strive for proactive account management so that we can bring solutions to the table before a lot of issues are encountered. We always call or return emails within 24 hours and also attempt to solve the issue within that same time frame. If we cannot then we provide our clients with a timeline as to when the issue will be resolved.



The key to effective communication and coordination of employee benefits programs is organization and follow-through. Our team utilizes Vertafore and a suite of agency management systems called AMS360 Online, ImageRight and BenefitPoint. **These systems enable our team to effectively manage all client tasks with integrated solutions focused on identifying, tracking and completing workflows on time, every time.**

5. PROVIDE TIMEFRAME FOR STAFF RESPONSE TO ANY CITY INQUIRES.

Brown and Brown has a guaranteed 24 hour response time, but typically response time is immediate or within the same day. We try to have resolutions back to our clients within 24 hours, if it is not something we can resolve immediately and requires further escalation and research. However, we keep our clients informed on the estimated time to resolve issues and where we are in the process. Account Managers are available to the City weekdays, typically between 7am-6pm, but most work beyond those hours, as well. Jessica Scott is available 24/7 to ensure that the City will receive a response, even if it is nights, holidays and weekends. She has found that some urgent issues do come up after hours, and she wants to make sure City staff and employees know she is available any anytime to assist.

Tab D: Licenses/ Insurance

The license to Practice in the State of Florida:

FLORIDA DEPARTMENT of FINANCIAL SERVICES

BROWN & BROWN OF FLORIDA, INC.

655 NORTH FRANKLIN STREET
SUITE 1900
TAMPA FL 33602

Agency License Number L007011

Location Number: 125245

Issued On 07/25/2006

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

Sunbiz Brown and Brown Annual Report

2020 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 150818

Entity Name: BROWN & BROWN OF FLORIDA, INC.

Current Principal Place of Business:

220 S. RIDGEWOOD AVENUE
DAYTONA BEACH, FL 32114

Current Mailing Address:

220 S. RIDGEWOOD AVE.
DAYTONA BEACH, FL 32114 US

FEI Number: 59-0691921

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT & DIRECTOR
Name KEEBY, MICHAEL
Address 220 S. RIDGEWOOD AVENUE
City-State-Zip: DAYTONA BEACH FL 32114

Title EXECUTIVE VICE PRESIDENT
Name ALVAREZ, FAUSTO
Address 220 S. RIDGEWOOD AVENUE
City-State-Zip: DAYTONA BEACH FL 32114

Title EXECUTIVE VICE PRESIDENT
Name BROWN, P. BARRETT
Address 220 S. RIDGEWOOD AVENUE
City-State-Zip: DAYTONA BEACH FL 32114

Title EXECUTIVE VICE PRESIDENT
Name CLOAR, THOMAS IV
Address 220 S. RIDGEWOOD AVENUE
City-State-Zip: DAYTONA BEACH FL 32114

Title EXECUTIVE VICE PRESIDENT
Name FARMER, STEVE
Address 220 S. RIDGEWOOD AVE.
City-State-Zip: DAYTONA BEACH FL 32114

Title EXECUTIVE VICE PRESIDENT
Name LEAVINE, ANTHONY
Address 220 S. RIDGEWOOD AVENUE
City-State-Zip: DAYTONA BEACH FL 32114

Title EXECUTIVE VICE PRESIDENT
Name MATULIS, PETER
Address 220 S. RIDGEWOOD AVENUE
City-State-Zip: DAYTONA BEACH FL 32114

Title EXECUTIVE VICE PRESIDENT
Name SHOUPPE, ALEX
Address 220 S. RIDGEWOOD AVENUE
City-State-Zip: DAYTONA BEACH FL 32114

Officer/Director Detail Continued :

Title VP
Name LANNI, JAMES
Address 220 S. RIDGEWOOD AVE.
City-State-Zip: DAYTONA BEACH FL 32114

Title VP
Name WATTS, ANDREW R.
Address 220 S. RIDGEWOOD AVE.
City-State-Zip: DAYTONA BEACH FL 32114

Title VICE PRESIDENT & SECRETARY
Name LLOYD, ROBERT W.
Address 220 S. RIDGEWOOD AVE.
City-State-Zip: DAYTONA BEACH FL 32114

Title VP
Name ROBINSON, ANTHONY M.
Address 220 S. RIDGEWOOD AVE.
City-State-Zip: DAYTONA BEACH FL 32114

Title TREASURER
Name SOTHEN, MICHAEL
Address 220 S. RIDGEWOOD AVE.
City-State-Zip: DAYTONA BEACH FL 32114

Title ASSISTANT SECRETARY
Name ROBINSON, ANTHONY M.
Address 220 S. RIDGEWOOD AVE.
City-State-Zip: DAYTONA BEACH FL 32114

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, 2019, that its most recent annual report/uniform business report was filed on March 18, 2019, 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 Ninth day of January, 2020*



Samuel R. Bee
Secretary of State

Tracking Number: 6419870476CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Professional Licenses:

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

STEPHEN PHILLIP FARMER
License Number : A081083

Resident Insurance License
• 0220 - GENERAL LINES (PROP & CAS)

Issue Date
06/07/1996

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
Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

DUSTIN SMURDON
License Number : W288069

Resident Insurance License
• 0215 - LIFE INCL VAR ANNUITY & HEALTH
• 0220 - GENERAL LINES (PROP & CAS)

Issue Date
06/29/2018
10/22/2015

Please Note: A licensee may only transact insurance with an initial 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 60 months elapse without an appointment for each class of insurance listed. If such separation occurs, the individual will be required to re-qualify as a licensee 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 620.215 or 640.365, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyFlorida account at <http://www.mylife.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/DiscountAgent>.

Jimmy Petrus
Jimmy Petrus
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
Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LINDSEY MALAIN OWENS MCCLAMMY
License Number : P211837

Resident Insurance License
• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date
10/08/2009

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
Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

BRENDAM 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 "License Search" on the FL Dept. of Financial Services website at <http://www.myfloridacfo.com/agents/>.

Jeff Atwater
Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

THERESA MUSCOVITZ

License Number : W241718

Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

02/11/2015

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 insurance 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 licensee 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 620.2010 or 640.305, Florida Statutes. A licensee may track their continuing education requirements completed or needed on their MyFlorida account at [MyFlorida.com](http://www.MFLicense.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.MFLicense.com/agents/>.

Jeff Atwater
Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LAURIE ANN NELSON

License Number : A055841

Resident Insurance License

- 0440 - CUSTOMER REPRESENTATIVE
- 0216 - LIFE & HEALTH

Issue Date

02/07/2007
07/13/1904

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Jimmy Petros
Jimmy Petros
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

AMANDA A HUTSON

License Number : W386446

Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

03/02/2017

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Jimmy Petros
Jimmy Petros
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

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Jeff Anaster
Jeff Anaster
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

TIFFANY HILL

License Number : W239585

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

01/29/2015

Please Note: A licensee may only transact insurance with an actual 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 licensee 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 CSR-2015 or 64-335, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyFlorida account at <http://myfloridafds.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.myfloridafds.com/ConsumerPages>

Jimmy Petroski
Jimmy Petroski
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

STEPHEN JOHN HALL

License Number : A108842

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

10/25/2014

Please Note: A licensee may only transact insurance with an actual 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 licensee 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 CSR-2015 or 64-335, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyFlorida account at <http://myfloridafds.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.myfloridafds.com/ConsumerPages>

Jimmy Petroski
Jimmy Petroski
Chief Financial Officer
State of Florida

Page 59

AGENCY CUSTOMER ID: _____ LOC #: _____		Page _____ of _____
ACORD ADDITIONAL REMARKS SCHEDULE		
AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED BROWN & BROWN INC ETAL
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,		
FORM NUMBER: 25	FORM TITLE: Certificate of Liability Insurance: Notes	
INSURER E-WORKERS COMPENSATION POLICY TRKJ03618676120-EFF 1-1-20 TO 1-1-21, LIMITS 1,000,000/1,000,000/1,000,000		

Tab E: Financial Stability/ Litigation and Debarment History

Financial Stability

Certified Financial Statements

Brown & Brown's 10-K is our annual report required by the U.S. Securities and Exchange Commission, that gives a comprehensive summary of our financial performance. Brown & Brown's financials are audited by an independent registered public accounting firm, Deloitte & Touche LLP, per the 10-K found in the link below:

<https://investor.bbinsurance.com/node/17511/html>

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. **None to be reported**

This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases. **None to be reported**

We are prepared to supply a financial statement upon request. In addition, as a publicly traded company, our financials can be found: <https://investor.bbinsurance.com/annual-reports>

Brown & Brown has not had any debarment actions against our company by the City or any other public entity in the last 5 years.

Brown & Brown has not had any contract awarded by another government agency terminated in default or convenience.

Brown & Brown will inform the City of any new claims filed against us.

Tab F: Client References for Similar Projects

References



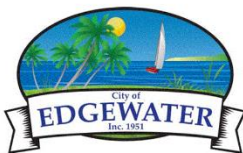
*Client **
Contact
Title
Phone
Email
Lines of Coverage

City of Ormond Beach – Public / City
Claire Whitley
Assistant City Manager
386-676-3202
Claire.Whitley@ormondbeach.org
Medical, Dental, Basic Life, Voluntary Life,
LTD, Worksite, Vision, FSA/HSA/Section
125, Plansource
2008 – Present
22 S. Beach St Ormond Beach, FL 32174



*Client**
Contact
Title
Phone
Email
Lines of Coverage

City of Holly Hill – Public / City
Diane Cole
Human Resources Manager
386-248-9440
DCole@cityofhollyhill.org
Medical, Dental, Basic Life, Voluntary Life,
Vision, Worksite, Plansource
1999 – Present
1065 Ridgewood Ave. Holly Hill, FL 32117



*Client **
Contact
Title
Phone
Email
Lines of Coverage

City of Edgewater – Public / City
Julie Christine
Human Resources Manger
386-424-2400 x1701
jachristine@cityofedgewater.org
Medical, Dental, Basic Life, Voluntary Life,
LTD, Worksite, Vision, FSA/HSA/Section
125, Plansource
2006 – Present
104 N Riverside Dr, Edgewater, FL 32132

Time Period of the Project
Address

Tab G: Innovative Solutions and Project Approach

Financial

1. HOW CAN YOUR FIRM ASSIST THE CITY FINANCIALLY?

As the largest insurance agency in the state, we work closely with the insurance carrier representatives and underwriters to stay abreast of the changes in the market and developments specifically related to the healthcare industry. We regularly attend carrier seminars, host in-house meetings with insurance carrier representatives, and participate in webinars which relate to issues affecting our clients. This allows us to keep the City up to date on new cost-saving strategies such as alternate funding, reference-based pricing, and captive/consortium arrangements – to name a few – that could be a good fit.

As we place coverage (new and renewal) throughout the state, we use our market clout to have insurance carriers compete with one another for the business. Because of strong carrier partnerships, ***we are usually the first agency in the state to have access to new insurance carrier products.***

Brown & Brown will consult with the City through all phases of the marketing and insurance placement 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 regard to the needs and objectives of the City. Preparation and education are key components that will conclude with a successful outcome – this is where our strategic benefit plan comes into play. We will then approach the appropriate markets to obtain competitive proposals which is then consolidated into a marketing analysis that is presented to the City.

Marketing Service Listing:

- Prepare Request for Proposal for benefit services
- Network disruption analysis
- Review all plan documents to ensure all changes are agreed and decided upon
- Provide vendor notifications to the City including recalls on drugs, network additions and deletions, etc.
- Maintain preferred/highest level status with all insurance carriers
- Generate our own comprehensive underwriting analysis to negotiate carrier rates
- Provide marketing analysis including all competitive quotes within a comprehensive proposal
- Develop new insurance programs via regular meetings with carriers/ TPAs
- Negotiate multi-year rate guarantees, second year rate caps, package discounts, performance guarantees, technology and wellness subsidies

Once the proposals are received, Brown & Brown will analyze and compare them to the in-force coverages and illustrate the advantages and disadvantages of each proposal in a marketing presentation to be reviewed the City's staff.

The presentation will include: AM Best ratings of carriers, a market summary showing all carriers that provided competitive proposals, medical, dental, life and AD&D, disability coverages, and voluntary benefits all highlighted on easy-to-understand spreadsheets. We will also provide a network analysis to illustrate the strength of each carrier's network in your area.

We will outline performance guarantees, wellness/implementation funds, multi-year rates, and package savings that we have negotiated on City's behalf. After reviewing all the options, Brown & Brown will then work with City to determine finalists and begin negotiations with the chosen carriers.

There are many ways to structure plan designs and each one is custom to each client. Here are a few ways we work with clients to help with long term premium stability:

- Utilization of self-funded plans when appropriate
- Plan design optimization based off historical and current claims experience and employee utilization
- Adjusting specific benefits to create steerage of the employees to utilize the plan in a cost-effective manner
- Evaluation of networks and new trending options. (i.e. ACO's, narrow networks, wrap networks etc.)
- Our wellness coordinator custom designs a program to help reduce claims across the entire group
- Initiate biometric screening and health risk assessments to catch conditions before they become more serious and turn into a shock claims
- When appropriate, we take the group out to market to make carriers compete with each other. We have access to all the large medical carriers
- We leverage our national book of business to negotiate the best rates available in the market
- We provide employee education around plan utilization and cost savings measures, to reduce claims costs

Each quarter, we will review the City's plan performance and utilization and make recommendations for cost-savings. When we project renewal costs, City's senior analyst, Brandon, will utilize our plan design modeling tool to estimate the claims savings attributable to specific plan design changes such as increasing copays, deductibles, or out of pocket maximums. This tool calculates the actuarial value of the current plan and any alternative plan designs and calculates claims savings between the two. On the next page, is a sample of an exhibit illustrating plans the impact of making plan design changes (highlighted in gray) to achieve a lower actuarial value and thus a corresponding claims savings.

2020 – Alt. Plan Design F

	2019 - Current Plan Design				2020 Proposed Alt F			
Vendor	Cigna		Cigna		Cigna		Cigna	
Network	Open Access Plus In-Network		Open Access Plus		Open Access Plus In-Network		Open Access Plus	
Plan Name	Performance		Option		Performance		Option	
Estimated Actuarial Value	0.85		0.89		0.77		0.8	
Plan Details	Network		Network		Network		Network	
	Single	Family	Single	Family	Single	Family	Single	Family
Plan Deductible:	\$500	\$1,000	\$500	\$1,500	\$3,000	\$6,000	\$2,500	\$5,000
Embedded Deductible:	Yes		Yes		Yes		Yes	
Calendar or Policy Year:	Calendar		Calendar		Calendar		Calendar	
Coinsurance:	10%		20%		20%		20%	
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$3,500	\$7,000	\$2,000	\$6,000	\$5,000	\$10,000	\$4,000	\$8,000
Physician Services	Yes, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes	
Office Visit:	\$20		\$25		\$50		\$25	
Specialist:	\$40		\$25		\$80		\$25	
Chiropractic:	\$35		\$25		\$80		\$25	
Telemedicine:	\$10		\$10		\$10		\$10	
Hospital / Emergency Services								
Inpatient Hospital Per Admission:	\$325/day (days 1-5)		Deductible + Coinsurance		\$500/day (days 1-5)		Deductible + Coinsurance	
Emergency Room:	\$100		Deductible + Coinsurance		\$500		Deductible + Coinsurance	
Urgent Care:	\$40		\$25		\$40		\$25	
Outpatient Surgical Facility:	\$325		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Ambulatory Surgery Center:	\$325		Deductible + Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Diagnostic Services								
Lab & X-Ray Outpatient:	\$0 (Lab), \$20 (X-Ray)		Coinsurance		\$0 (Lab), \$40 (X-Ray)		Deductible & Coinsurance	
Advanced Imaging Services (MRI, CT):	\$75		\$25		\$500		\$25	
Prescription Drug								

We will also work with the City to model various employer/employee contribution scenarios and provide cost projections based on several enrollment migration outcomes. These contribution models are best in class and take can take into account salary bands, tobacco surcharges, wellness credits, and any other component of contribution structure City's desires.

2019 vs. 2020 Funding & Contribution Summary
Year-over-Year Progression

	2019 Monthly Funding & EE ER Contributions										Proposed 2020 Monthly Funding & EE ER Contributions										Monthly Δ	
	Enrollment Tier	Enroll	Monthly Funding Rate	ER Contrib. (\$)	ER Contrib. (%)	H.S.A. Contribution	EE Contrib. (\$)	EE Contrib. (%)			Enroll	Monthly Funding Rate	ER Contrib. (\$)	ER Contrib. (%)	H.S.A. Contribution	EE Contrib. (\$)	Monthly EE Contrib. (%)	Bi-Weekly Contrib. (26 Pay Periods)	Δ to EE (%)	Δ to EE (\$)		
HSA Incentive Plan	EE only	150	\$520.22	\$440.22	85%	\$41.67	\$80.00	15%			150	\$544.42	\$444.42	85%	\$41.67	\$80.00	15%	\$36.92	0%	\$0.00		
	EE + Spouse	75	\$1,154.86	\$984.86	85%	\$62.50	\$170.00	15%			75	\$1,205.10	\$1,035.10	85%	\$62.50	\$170.00	14%	\$76.46	0%	\$0.00		
	EE + Child(ren)	45	\$972.79	\$827.79	85%	\$83.33	\$145.00	15%			45	\$1,015.12	\$870.12	86%	\$83.33	\$145.00	14%	\$66.92	0%	\$0.00		
	Family	140	\$1,519.00	\$1,294.00	85%	\$104.17	\$225.00	15%			140	\$1,585.07	\$1,300.07	86%	\$104.17	\$225.00	14%	\$103.85	0%	\$0.00		
	Monthly Total	430	\$440,539	\$374,864	85%	\$30,938	\$65,675	15%			430	\$459,938	\$384,263	86%	\$30,938	\$65,675	14%					
HSA Standard Plan	EE only	75	\$650.28	\$562.28	86%	\$41.67	\$80.00	14%			75	\$626.34	\$538.34	86%	\$41.67	\$80.00	14%	\$40.62	0%	\$0.00		
	EE + Spouse	25	\$1,443.59	\$1,256.59	87%	\$62.50	\$187.00	13%			25	\$1,386.44	\$1,199.44	87%	\$62.50	\$187.00	13%	\$86.31	0%	\$0.00		
	EE + Child(ren)	25	\$1,216.00	\$1,064.50	87%	\$83.33	\$159.50	13%			25	\$1,167.87	\$1,008.37	86%	\$83.33	\$159.50	14%	\$73.62	0%	\$0.00		
	Family	50	\$1,092.76	\$1,051.23	87%	\$104.17	\$247.50	13%			50	\$1,023.59	\$1,176.09	86%	\$104.17	\$247.50	14%	\$114.23	0%	\$0.00		
	Monthly Total	175	\$2,102,200	\$1,882,562	87%	\$11,979	\$27,638	13%			175	\$2,002,013	\$1,733,75	86%	\$11,979	\$27,638	14%					
PPO Incentive Plan	EE only	50	\$271.85	\$421.85	74%		\$150.00	26%			50	\$598.26	\$482.26	73%		\$150.00	25%	\$69.23	0%	\$0.00		
	EE + Spouse	20	\$1,249.52	\$939.52	74%		\$350.00	26%			20	\$1,324.29	\$984.29	75%		\$350.00	25%	\$152.31	0%	\$0.00		
	EE + Child(ren)	25	\$1,069.38	\$794.38	74%		\$275.00	26%			25	\$1,115.51	\$840.51	75%		\$275.00	25%	\$126.92	0%	\$0.00		
	Family	30	\$1,669.80	\$1,219.80	74%		\$450.00	26%			30	\$1,741.84	\$1,311.84	75%		\$450.00	25%	\$198.46	0%	\$0.00		
	Monthly Total	125	\$1,310,811	\$96,936	74%		\$33,878	26%			125	\$1,36,542	\$100,687	74%		\$33,878	25%					
PPO Standard Plan	EE only	40	\$713.94	\$548.94	77%		\$165.00	23%			40	\$687.66	\$522.66	76%		\$165.00	24%	\$76.15	0%	\$0.00		
	EE + Spouse	25	\$1,580.35	\$1,217.35	77%		\$365.00	23%			25	\$1,522.17	\$1,159.17	76%		\$365.00	24%	\$167.54	0%	\$0.00		
	EE + Child(ren)	25	\$1,351.21	\$1,028.71	77%		\$302.50	23%			25	\$1,282.20	\$979.70	76%		\$302.50	24%	\$139.83	0%	\$0.00		
	Family	25	\$2,078.64	\$1,605.64	77%		\$473.00	23%			25	\$2,002.11	\$1,529.11	76%		\$473.00	24%	\$218.32	0%	\$0.00		
	Monthly Total	105	\$140,001	\$107,963	77%		\$32,098	23%			105	\$134,846	\$102,809	76%		\$32,098	24%					
		Total Funding	ER Contrib. (\$)	ER Contrib. (%)	H.S.A. Contribution	EE Contrib. (\$)	EE Contrib. (%)			Total Funding	ER Contrib. (\$)	ER Contrib. (%)	H.S.A. Contribution	EE Contrib. (\$)	EE Contrib. (%)	Monthly EE Contrib. (%)						
Est. Monthly Total		835	\$231,551	\$262,326	83%	\$42,917	\$159,225	17%		835	\$233,338	\$274,113	83%	\$42,917	\$159,225	17%						
Est. Annual Total			\$11,055,606	\$9,647,906		\$515,000	\$1,910,700				\$11,200,061	\$9,289,561		\$515,000	\$1,910,700							
Grand Total (inc. H.S.A. Seed)			\$11,975,606	\$9,662,906							\$11,715,061	\$9,804,361										
Per Employee Per Year			\$11,961	\$11,572							\$14,030	\$11,742										
Δ in Proposed inc. HSA Seed (\$)											\$141,455	\$141,455		\$0	\$0							
Δ in Proposed inc. HSA Seed (%)											1%	1%		0%	0%							
Potential Offsets from 2020 Rebates											(\$866,151)	(\$866,151)										
Potential Net Cost Increase											(\$724,696)	(\$724,696)										

2. HOW SUCCESSFUL ARE YOUR FIRM'S RENEWALS AND NEGOTIATIONS?

Marketing

We have a separate and distinct marketing department that assesses all carriers and stays well-informed on the latest products and services available. We feel we can provide the most comprehensive marketing effort in comparison to any broker in that we access the entire market and not just our preferred vendors. As the *largest insurance agency in the state*, we work closely with the insurance carrier representatives and underwriters to stay up to date with the changes in the market and developments specifically related to the healthcare industry. We regularly attend carrier seminars, host in-house meetings with insurance carrier representatives, and participate in webinars which relate to issues affecting our clients.

We are able to navigate the marketplace working with virtually all insurance carriers in the entire state, as well as nationally. As we place coverage (new and renewal) throughout the state, we use our market clout to have insurance carriers compete with one another for the business. Because of strong carrier partnerships, we ***are often the first agency in the state to have access to new insurance carrier products.***

Our standard marketing process involves marketing to all carriers, TPA's and products that the client is interested in, and in doing so we are able to leverage the best price. We also request wellness and implementation funds, technology credits, along with service, network and pricing performance guarantees. We will continue to perform a full review of all the terms and conditions and make sure the city of Port Orange is offered the most comprehensive health and welfare plans. There are times when we go through this process and do not recommend a carrier change; however, we are able to leverage the current vendor for improved pricing and services. If a carrier change is being contemplated, we will perform a comprehensive network re-pricing and provider disruption. We have demonstrated successful renewal negotiations for the City of Port Orange over the last 5 years. See next page for Brown and Brown's historical negotiations for the City of Port Orange.

2017 Renewal (7/1/2017 - 6/30/2018)								
Line of Coverage	Carrier	Current	Renewal	Negotiated	Renewal %	Negotiated %	Savings From Renewal	Commentary
Medical	FHCP	\$3,814,873	\$4,271,999	\$4,043,913	12.0%	6.0%	\$228,086	No plan changes
Dental	Florida Combined Life	\$282,008	\$282,008	\$253,838	0.0%	-10.0%	\$28,170	Migrated to Metlife from Florida Combined life
Vision	VSP	\$29,707	\$29,707	\$26,538	0.0%	-10.7%	\$3,169	Migrated to Metlife from VSP
Life	Florida Combined Life	\$46,924	\$46,924	\$43,639	0.0%	-7.0%	\$3,285	Migrated to Metlife from Florida Combined life
Total		\$4,173,512	\$4,630,638	\$4,367,928	3.0%	-5.4%	\$262,710	
2018 Renewal (7/1/2018 - 12/31/2020)								
Line of Coverage	Carrier	Current	Renewal	Negotiated	Renewal %	Negotiated	Savings From Renewal	Commentary
Medical	FHCP	\$3,606,724	\$3,716,201	\$3,606,724	3.0%	0.0%	\$109,477	Renewed 7/1/2018 on 18 month Contract (7/1/18 - 1/1/2020)
Dental	Metlife	\$253,838	\$253,838	\$253,838	0.0%	0.0%	\$0	Renewed 7/1/2018 on 18 month Contract (7/1/18 - 1/1/2020)
Vision	Metlife	\$43,639	\$43,639	\$43,639	0.0%	0.0%	\$0	Renewed 7/1/2018 on 18 month Contract (7/1/18 - 1/1/2020)
Life	Metlife	\$26,538	\$26,538	\$26,538	0.0%	0.0%	\$0	Renewed 7/1/2018 on 18 month Contract (7/1/18 - 1/1/2020)
Total		\$3,930,739	\$4,040,216	\$3,930,739	0.8%	0.0%	\$109,477	
2019 Renewal (7/1/2018 - 12/31/2020)								
Line of Coverage	Carrier	Current	Renewal	Negotiated	Renewal %	Negotiated	Savings From Renewal	Commentary
Medical	FHCP	\$3,606,724	\$3,606,724	\$3,606,724	0.0%	0.0%	\$0	Line of Coverage in 18 month Contract
Dental	Metlife	\$253,838	\$253,838	\$253,838	0.0%	0.0%	\$0	Line of Coverage in 18 month Contract
Vision	Metlife	\$43,639	\$43,639	\$43,639	0.0%	0.0%	\$0	Line of Coverage in 18 month Contract
Life	Metlife	\$26,538	\$26,538	\$26,538	0.0%	0.0%	\$0	Line of Coverage in 18 month Contract
Total		\$3,930,739	\$3,930,739	\$3,930,739	0.0%	0.0%	\$0	
2020 Renewal (1/1/2020 - 12/31/2020)								
Line of Coverage	Carrier	Current	Renewal	Negotiated	Renewal %	Negotiated	Savings From Renewal	Commentary
Medical	FHCP	\$4,080,382	\$4,385,457	\$4,239,521	7.5%	3.9%	\$145,936	Moved from 4 plans to 3 Plans due to no enrollment in T34
Dental	Metlife	\$293,671	\$311,387	\$305,510	6.0%	4.0%	\$5,877	
Vision	Metlife	\$33,381	\$33,381	\$33,381	0.0%	0.0%	\$0	Negotiated with a 2 year rate guarantee
Life	Metlife	\$44,491	\$53,389	\$50,053	20.0%	12.5%	\$3,336	Negotiated with a 2 year rate guarantee
Total		\$4,451,925	\$4,783,614	\$4,628,465	8.4%	5.1%	\$155,149	
2021 Renewal (1/1/2020 - 12/31/2021)								
Line of Coverage	Carrier	Current	Renewal	Final	Renewal %	Final %	Savings From Renewal	Commentary
Medical	FHCP	\$4,239,521	\$4,578,682	\$4,239,521	8.0%	0.0%	\$339,161	
Dental	Metlife	\$305,510	\$335,510	\$305,510	10.0%	0.0%	\$30,000	
Vision	Metlife	\$33,381	\$33,381	\$33,381	0.0%	0.0%	\$0	In Rate Guarantee
Life	Metlife	\$50,053	\$50,053	\$50,053	0.0%	0.0%	\$0	In Rate Guarantee
Total		\$4,628,465	\$4,997,626	\$4,628,465	4.5%	0.0%	\$369,161	
Total		\$21,115,380	\$22,382,833	\$21,486,336	3.3%	-0.1%	\$896,497	Cumulative Savings (7/1/2017 - Present)

We have used various negotiation methods for the City of Port Orange, including marketing and direct negotiations with current carriers without marketing. For the 2020 renewal, the HR team asked that we try direct negotiations with the current carriers without marketing first since the City was transitioning to a new benefit administration/payroll platform and needed to load benefits well in advance of going live and changing carriers/plans would create a lot of issues and delays. Therefore, we were successful in negotiating a 3.9% increase without any plan changes, after coming off a negotiated 18 month renewal at flat prior to this renewal period. This renewal was under budget and therefore, approved without going through a full RFP process.

For the 2021 renewal, we were able to secure flat renewals by early August from both FHC and Metlife without going through the marketing process. The board approved this by September, which allowed employees to keep their premiums and benefits the same and not have to worry about changes during a difficult pandemic year, with no increase to the budget.

In addition to the City of Port Orange's renewal in 2021, please find our 2020/2021 renewal negotiation results for our local public entity accounts:

For the 10 fully insured local public entities (within Volusia/Flagler counties) that Brown & Brown services as consultant, we were able to negotiate 5 flat (0%) renewals, 2 (-2%) decreased renewals and the 3 clients that did have increases, did not exceed 6% after negotiations. For the clients that did have increases, their loss ratios averaged over 85% and their renewals started between 10%-20% increases. The majority of the final renewals (including the flat and decreased renewals) were negotiated without marketing to competitive carriers, due to the clients wanting to not change carriers or plans and we were able to achieve below budget negotiations at least 4 months prior to the renewal date, allowing plenty of time for board approval and open enrollment meetings.

Historically, it has been a practice at Brown & Brown to go to market for our clients every year, regardless if they really do not want to change carriers. We have found that this practice has frustrated many of our carrier partners, as they feel they are being used to negotiate a renewal without really being considered as an option by the client. There is a lot of time and energy spent by the carriers to put together competitive proposals and if they are not seriously being considered, they may refuse to quote in future years and this could limit options for clients. Therefore, especially for our clients with FHC, we have started to have conversations many months in advance of the renewal to understand how the experience has been with the current carrier, where the budget for insurance is that year and if there is a desire to make a change or not.

If the client rather not make a change and if the main goal is to get the most competitive renewal from the current carrier and under budget, then we have those conversations with the current carrier up front. We pre-negotiate the renewal before it is even released, indicating where the client needs the renewal to be in order to be comfortable enough to renew without looking at other carrier quotes.

We have been very successful doing this up front negotiation and for the City of Port Orange, this has resulted in mostly flat renewals. We even negotiated a flat renewal for 18 months, in order to move the effective date to a calendar year. This is how a true partnership works between the consultant, the carrier and the client. And through this practice, now competitive carriers understand that if we are out to market for our client, it is because they truly want to entertain other options and their quotes will be considered.

This results in the carriers offering the most competitive quote each year that we solicit competitive quotes. If a client is concerned that they will not get the best renewal unless we do a full market analysis, then we are always happy to do that. In fact, our relationship is so good with our carrier partners, some have even offered to send competitive quotes in order to help leverage the incumbent carrier, even though they know the client has no intention of changing carriers. They do this to help us get the best rates and plans for our clients, when it is appropriate. We have a very good understanding of what leverages each carrier and their underwriting team and know when we need to use this tactic or know when we will get a better renewal having up front conversations with the carrier and coming to an agreement of a renewal that the client will be very happy with.

Brown & Brown has also created a consortium exclusively for our public entity clients within Florida. Receiving quotes from the consortium has resulted in some aggressive renewals from incumbent carriers, thus the client has decided to stay with their current carrier. However, we have also had great success moving clients into the consortium and they have been able to keep their premiums very low, in addition, they are able to receive money back during years their claims perform well, which is a big difference between our consortium and other competitor's consortiums. We also have partnered with another Captive, which has the lowest up-front costs to join vs competitors. Typically, captives require around 20% collateral to join and Brown and Brown's only require 5-6% and provides very aggressive fixed costs.

3. WHAT OTHER COST SAVING MEASURES HAS YOUR FIRM SUCCESSFULLY UTILIZED (I.E. TRANSITIONING TO SELF-FUNDING, ETC.).

In terms of cost-savings, our team has a variety of solutions in place to reduce your bottom line. We can deliver savings on your health plan in the following ways:

- Fully-Insured carrier negotiations
- Implementation of alternate-funding strategies
 - Self-funding/Level-Funding with surplus returns
 - Reference-Based Pricing
 - Captive/Consortium
 - Risk Pool Management
- **Employee Health Clinics** – Our team has had huge success with the design and implementation of employee health clinics for our public entity clients. City of Palm Coast, Flagler Schools, City of Sarasota and City of St. Cloud are just some of the clients with whom we have built long-term partnerships, enabling our team to install complex clinic arrangements which have provided huge savings. In addition, we have worked with FHC to create specific clinic programs for our local government clients who are fully insured, to include skin cancer screenings, mammogram buses, \$0 cost chronic pharmacy programs, etc for little to no cost at all.
- **Rx Carve Outs** - For many of our self-funded groups we take the opportunity to analyze the contract with the self-funded medical vendor to ensure we have the best contract in place. One significant concern is the Rx contract with an ASO medical vendor. We routinely carve the Rx out and negotiate significantly better pricing discounts and rebate guarantees. One recent of example of this occurred at the City of Sarasota. Through strategic plan design, a formal RFP and carrier negotiations, our team reduced the City's annual drug spend from \$4.5 Million to \$2.9 Million. **Representing an annual savings of more than \$1.6 Million (35%)**
- **Direct Provider Relationships** - For some of our self-funded clients we have entered into direct relationships with certain providers. This takes research on the front end and at times can require some significant network changes but can yield significant financial results for our clients that would like to pursue these options.
- **Disrupting the Status Quo** – For some clients, it has been beneficial to remove the Rx mail order program. It is not well known but can, at time, be observed in the claim experience that the mail order prescription drugs are sometimes higher than retail Rx costs. This is not something that most brokers will track, however due to the lack of competition of mail order, certain generic medications are significantly overpriced when sold at a 90-day supply level. We have been able to revise some of our client's plans so the employees can obtain a 90-day supply at retail. This is a strategy that has proven effective in keeping the Rx costs lower for the City of Palm Coast.

- **International Drug Programs** – Successfully implemented and managed international drug programs through Cana RX for multiple clients. This program has allowed some self-funded clients to experience immediate savings due to the lower cost of drugs direct from the distributors.

We have explored moving several of our current clients from fully insured arrangements to various alternate funding arrangements. During our annual marketing process, we will work with the City to create a cost comparison of various funding strategies to find the most cost-effective solution that aligns with City's long term benefits strategy.

We have several current clients that we have helped transition to either self-funded or level-funded arrangements after careful consideration of claims projections and cash flow analysis aligning with budgetary needs.

Example 1:

Our current client, Flagler County School Board, has approximately 1,200 employees and we have been their broker since 2010. We assisted in their transition from fully insured to self-funded and they have remained self-funded since 2013. Overall, their plan has run very well with very low trends with the average employee increase being just 3% and the average employer increase of 2% over a six-year time period. They are also currently at over 40% of the state's reserve amount per Section 112.08. They have a budget of approximately \$11,000,000 per year. We also assisted in the implementation of a near site clinic with Advent Health, which has been in place since 2013.

Over the years we have introduced many cost savings initiatives to the FCSB's insurance committee including employee education, plan design and contribution modeling, changes to the medical and Rx contract and wellness programs. We recently conducted a full RFP in tandem with the purchasing department. We analyzed over 25 proposals and presented the results to the insurance committee. We were able to leverage an administrative cost savings of over **\$150,000** with enhanced carrier services including a wellness fund of **\$150,000** for each of the three years of the contract and a premium holiday for the first three months of the plan year. We also negotiated a comprehensive wellness package paid for by the insurance carrier, in addition to the \$150,000 a year in wellness funds, including employee wellness coaching and quarterly activity challenges. We also recently negotiated free flu shots for all employees of the District not just the employees on the health plan.

Example 2:

Alternatively, we have several clients that have benefited from remaining in fully insured arrangements in the form of medical premium savings. One example of this is the work Ms. Jessica Scott has done as a broker/consultant for the City of Ormond Beach.

Brown & Brown became Agent of Record for the City 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 renewals under the City's budget without making any plan changes, even though claims experience was increasing each year. In 2015, FHCP could no longer afford to offer aggressive renewals, to stay within 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 was designed by Brown & Brown and FHCP to include a lower deductible than industry standard, yet allowed employees and the City to fund a bank account to cover the deductible expenses for employees.

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 to cover the majority of the deductible. This kept the employee's total deductible responsibility at \$250, which was the same as the plan they had previously. 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 40% 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.

To date, the City's claims experience has continued to run well and Jessica has been able to negotiate renewals under budget each year. The 2020 year renewal was negotiated to a -3% decrease, saving the City \$80,000. With the year over year savings the City has experienced, they are now funding \$200 more than the deductible for employees each year and we have tied additional HSA funding to various wellness initiatives.

Example 3:

In 2020, Jessica Scott was able to negotiate \$1 million dollars in savings for a local medium size private client without changing plans or carriers. This particular client was happy with their current fully insured medical carrier, Aetna. However, due to some financial reasons, they needed to save at least \$500,000 to meet their insurance budget for 2020. Therefore, we performed a marketing analysis to pursue fully insured, level-funded and self-funded options. We were able to negotiate an \$800,000 savings with both Cigna and UHC on a level-funded platform, matching their current plan designs, and giving the client the opportunity to achieve more savings if claims perform well at the end of the renewal period, due to the level-funded platform. The \$800,000 in savings included a one month premium holiday of \$200,000 from both carriers. Ultimately, we were able to negotiate their current Aetna fully insured medical plan to a -7% premium savings, and negotiated a \$400,000 one month premium holiday, a \$20,000 wellness fund and a free wellness program.

This savings netted over \$1 million dollars in savings and allowed their employees to not have to worry about changes to a program they were already happy with during a difficult year in the middle of a pandemic. In addition, through our marketing efforts, we were also able to negotiate a savings with their current ancillary carrier on all lines of coverage to over \$50,000 with no changes to the plans.

Please note we did receive self-funded proposals, which also provided a savings on the medical plan similar to the level-funded options, however, the client ultimately decided it was in their best interest to move forward with keeping their benefit package the same with Aetna and not taking any risks by staying fully insured.

It is important to note, that we have the experience transitioning clients who have been with FHCP for many years to a self-funded plan. We know how to assist employees with finding new providers and educating them during this transition, since there will be a network disruption. And we have demonstrated long term savings with these clients, as well. We have experience with TPA's who have helped our local clients reduce claims cost through:

- Direct contracts with local high-performance hospitals
- Build plan design to include in-house pharmacies and providers
- Layer additional physician networks as employee expansion in other areas occurs
- Include reference base pricing
- Pharmacy carve out options
- Claims auditing

Example 4:

One last example of ways we have saved specifically some of our municipal clients within Florida money is by creating a public entity consortium. In 2014, Brown & Brown partnered with UnitedHealthcare and Benecon to create our very own self-funded health insurance purchasing program exclusively for Florida Local Governments. Our consortium was designed to leverage the power of group purchasing to lower health insurance costs. The program has been incredibly rewarding to the members - this year we returned nearly \$1 Million in surplus. Over the last 5 years, one of our consortium members has received more than \$1.5 Million in surplus returns.

- **Control** – Member owned and governed
- **Surplus & Savings** – Any surplus after year end reconciliation is returned to the member
- **Full Transparency** – Know where every dollar is spent
- **Proven actuarial pricing model** – Priced by Benecon's independent actuaries
- **Flexibility** – Choose the plan design that works best for your employees

Current Brown & Brown/FGHS Members:

- | | | |
|-------------------------------------|-------------------------|-------------------------------------|
| • City of Belleview | • City of Groveland | • Madison County BOCC |
| • Collier Mosquito Control District | • City of Haines City | • Village of Palmetto Bay |
| • City of Dade City | • Lafayette County BOCC | • Washington County BOCC / Sheriffs |
| • City of Davenport | • City of Lake Alfred | |
| • Town of Fort Myers Beach | • City of Madison | |

While the consortium has many advantages, Brown & Brown does not steer clients toward joining the consortium. We are first and foremost independent agents that present all available carriers and funding mechanisms. This is an additional option available exclusively to our clients.

4. WHAT ANALYSIS WILL YOUR FIRM PROVIDE, INCLUDING ANY FOLLOW-UP ACTION PLANS RELATED TO THE ANALYSIS?

Our office will help the City with the management of its insurance and cost management by providing budget projections and quarterly analytics review of claims, discounts and pharmacy. In the quarterly review, there will be an executive summary illustrating the aforementioned categories, along with plan design benchmarking, medical & Rx plan design summaries, current plan designs & contributions, and financial summaries (spend distribution, medical spend by category, pharmacy spend by class and non-network providers to name a few). These quarterly reviews provide the data for the team to discuss strategy for actuarial review, which would include underwriting evaluations as well as alternative funding analysis. It is from here we would put together our marketing strategy to execute against our analytics and actuarial review.

Our data analytics team reviews the claims utilization data, and we perform our own underwriting analysis to compare to the carrier's renewal. Our analysis enables us to negotiate the best possible renewal rates for our clients to ensure the program is managed effectively. We pay close attention to the carrier's underwriting factors, such as stop loss/pooling charges, reserve adjustments, administrative charges and trend levels. We can quickly identify deviations to the norm and address those to avoid our clients paying more than they should. We also enjoy walking our clients through the rate development process so they understand how their premiums are calculated.

Our analysis of the claims data helps us to identify trends which may or may not be consistent with past experience, which has resulted in cost savings measures for our clients by identifying plan design opportunities to shift utilization and positively impact future claims liabilities. The City's dedicated claims analyst will be responsible for analyzing claims and providing reports at least quarterly. These reports vary based on the funding arrangement with the current carrier and how much data the carrier provides. We have had success building additional customized reports specifically with FHC when clients need more data than what is provided in the typical quarterly claim reports. These additional reports have allowed several of our clients make informed and impactful decisions on plan changes, funding arrangements, contribution strategy, etc. Please find examples of some of the many reports we can provide:

Benefits Plan Budgeting & Analysis

- Employer vs. Employee contribution modeling
- Examine compensation to ensure life/disability offerings provide desired suitability to group
- Evaluate plan design versus industry and regional benchmarks
- Benchmark employee calculation methodology for budgetary and philosophical suitability to group (combination of clients' employee retention goals & adherence to affordability)

		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	\$510	\$604	\$54	\$550
Employee + Spouse	50	\$1,250	\$411	\$850	\$1,313	\$763	\$550
Employee + Child(ren)	30	\$1,175	\$340	\$875	\$1,234	\$684	\$550
Employee + Family	14	\$725	\$25	\$1,250	\$1,864	\$1,314	\$550
Monthly Total	154	\$1,740	\$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

Health Clinic Utilization YOY					
Total Services			Total Paid		
2015			2015		
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		
Office Procedures	543	-7%	Office Procedures	\$18,052.36	-25%
Radiology	219	42%	Radiology	\$7,715.86	-31%
Lab and Rapid Tests	2475	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	

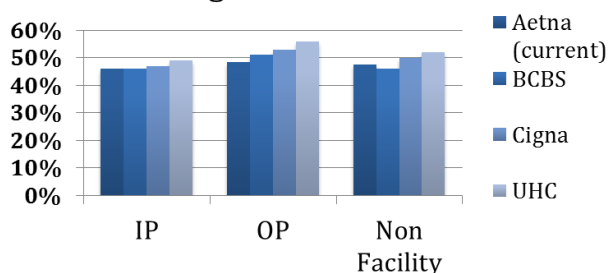
Network utilization

- 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
- 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
- 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)			OON (Non Par Providers)			Total (All Providers)		
			Charges	Allowed	Discount %	Charges	Allowed	Discount %	Charges	Allowed	Discount %
Inpatient	3,815,000	75,000	3,740,000	1,890,000	51.2%	17,500	12,500	28.6%	3,757,500	1,902,500	49.4%
Outpatient	7,516,000	215,000	7,301,000	3,085,000	57.7%	175,000	135,000	22.9%	7,476,000	3,220,000	56.9%
Non-Facility	9,950,700	670,000	9,280,700	4,375,000	52.9%	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
- 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
- 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

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%	\$12,716	0.3%
\$100-\$500	522	33.0%	\$142,014	3.5%
\$500-\$2,499	561	35.5%	\$6,8831	15.9%
\$2,500-\$4,999	121	7.7%	\$123,186	10.5%
\$5,000-\$9,999	76	4.8%	\$548,689	13.7%
\$10,000-\$14,999	33	2.1%	\$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%

Pharmacy & Pharmacy Benefit Manager 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

We also perform quarterly presentations to City Council and/or City Administration at workshops for several of our public entity clients. We like to include benchmarking reports, so that Council can compare their City's benefit plan to other local Cities and Cities throughout the state. We typically include claims by spend category for the more recent 12 months comparing to the prior 12 months (same time period), current large claims vs historical large claims, recent pharmacy reports vs past trends, and various utilization by category. We also like to better understand future large claim impact by taking a deep dive into the current large claims and gathering detailed data from the insurance carrier and client on prognosis and further treatments. We typically run ad hoc and customized reports, as well, based on what the particular City Council and/or Administration is looking for at each meeting.

We review wellness initiatives and data to support participation, ROI, and trends and use this data to drive discussion around future initiatives. For our clients with HSA/HRA plans, we like to review current employer funding/contributions and discuss future initiatives to implement to help employees build these accounts and measure how participation in the initiatives has driven down claims cost. We find presenting data on a regular basis throughout the year has helped City Councils make informed decisions about budget and the benefit plan renewals without feeling rushed to make decision just at renewal time. Our government clients have appreciated the education we provide throughout the year, especially when considering other funding options, which take time to understand. Providing this data has helped our government clients budget appropriately when transitioning into self-funded or consortium plans. We have found that we can typically get approval for renewals earlier, thus leaving plenty of time for open enrollment education and meetings and helping the employees through this transition.

5. DESCRIBE ANY OTHER ASPECTS ON HOW YOUR FIRM WILL PROVIDE THE CITY WITH THE BEST PREMIUM FOR THE BEST PRODUCT.

Ms. Jessica Scott will work with the City of Port Orange to develop an optimal benefits strategy that aligns with City's current and future business objectives. Our approach is to deliver accurate, timely and innovative solutions when we evaluate current programs and develop a future strategy. The methods we outlined within this section illustrate how we like to customize the marketing approach and long term strategy for each client. Each client has different goals, which can change over time.

We believe it is important to provide continuous education about claims performance, how each clients' plans compare to their competitors (benchmarking) and carrier and funding options available in the market place for both medical and ancillary. Some clients are happy with their current program and wish to have longevity within that program, while staying at or under budget. Therefore, there are years, where marketing to other carriers to leverage the incumbent doesn't always yield optimal results and we are able to achieve a favorable renewal by negotiating directly with the current carrier and leveraging the partnership that we have. However, if that cannot be achieved, then we are happy to solicit competitive quotes and review the benefits of possibly changing carriers.

When a client is unhappy with a current program or feels could achieve greater success long term with another carrier or funding method, then we make sure we start the marketing and education process early. We want to give our clients plenty of time to understand all of the options available in the market place, so we typically set up calls and meetings with various carriers so that the client can learn about each over time and narrow down options during the final negotiating process. We make sure we provide as much analysis as possible during this process so our clients can fully understand not only financial impact to making changes, but administrative impact and impact to the employees' experience.

We want our clients to make the most informed decision when making a change so the change is not just a 1 year solution. We make sure that we outline all of the disruption that can come with this transition, so that our clients can weigh cost savings vs possible disruption to move so we can be proactive to minimize the disruption.

Below are several common methods we use when analyzing current benefit programs to achieve the best premium for the best product:

- Develop strategic benefit plan approach based on client goals
- Forecast and benchmark benefit plan costs
- Plan design optimization based off historical and current claims experience and employee utilization
- Benchmark for competitiveness within industry
- Regulatory and legislative compliance audit
- Analyze and interpret claims, risk, and financial data
- Negotiate renewals and explore market options (Additional funding methods)
- Evaluate impact of healthcare reform
- Analyze effectiveness of open enrollment communication
- Review contribution strategy and alternative options
- Evaluate current employee claims advocacy and make suggestions for improvement
- Evaluate HR plan administration
- Deploy and tabulate employee surveys
- Outsourcing of technology platforms to enhance benefits platform
- Arrange HR administration solutions
- Measure carrier, service provider and plan performance

Our strategic planning services include ongoing evaluation of all your plan's characteristics, to ensure a proper balance is achieved. The following pages provide a sample strategic benefit plan timetable which would be customized to identify optimal benefits for your workforce.

Strategic Benefit Plan

Action Timetable

	Start	Complete	Brown & Brown Insurance Responsibility
Planning Phase/Meeting			
- Identify/introduce team members			
- Release Broker of Record letters to all parties			
- Establish communication channels through company flowchart/contacts			
- Furnish list of all coverage lines and vendors			
- Determine objectives of consolidation			
- Determine scope of project			
- Discuss timetable			
- Identify information needed for Market Specifications			
- Send employee benefit data request to main contacts			
- Meet with main vendor			
Information Gathering			
- Review historical information in files and determine missing information			
- Request missing information			
- Historical claims data			
- Summary Plan Descriptions			
- Master Plan Document and Amendments			
- Rate, benefit and financial history			
- Develop benefit summary matrix (CRITICAL)			
- Review funding alternatives			
- Determine funding alternatives to include in market specifications			
Voluntary Benefits			
- Evaluate current voluntary offerings			
- Discuss implementing coverage gaps as cost control measure, supplemented by voluntary offerings			
- Finalize list of voluntary benefits you will offer			
- If not in place, develop process for administering voluntary benefits			
- Develop employee communication plan to promote offerings			
Develop Vendor Bid Specifications			
- Inventory current services provided			
- Review contractual obligations of current vendors			
- Discuss desired vendor services and create list			
- Wellness vendor?			
- HSA/HRA/FSA vendor?			
- Others?			
- Determine bidding requirements, including market specifications			
- Prepare final specifications			
Vendor Solicitation			
- Identify vendors and send them our specifications			
- Answer vendor questions/provide additional information			
- Receive proposals			

Vendor Selection			
- Conduct preliminary review of proposals			
- Request clarification/missing information			
- Conduct reference checks			
- Evaluate proposals			
- Develop report & recommendations regarding finalists			
- Conduct on-site review of finalists			
- Evaluate results of on-site visits			
- Conduct rate negotiations with finalists			
- Review contracts of finalists			
- Negotiate contractual provisions			
- Select successful bidders			

Plan and Implement Wellness Initiatives			
- Evaluate current wellness offerings			
- Discuss importance and ROI of wellness initiatives and how they can help accomplish company goals			
- Develop goals and objectives of your wellness program			
- Discuss enhancements to make to wellness offerings or new programs to implement			
- Create an implementation plan to roll out new initiatives			
- Create a communication plan to promote and support new and ongoing wellness initiatives			
- Develop a plan for periodic measurement and evaluation of wellness program goals and effectiveness			

Enrollment			
- Evaluate past open enrollments; identify areas to improve			
- Discuss options to improve enrollment process, both for HR and employees			
- Develop enrollment plan and timeline, including changes to be			
- Plan employee communications			
- Promote and educate in advance of open enrollment, including any changes made to benefit offerings			
- Plan benefits meeting(s)			
- Determine other communication strategies and resources for employees prior to and during open enrollment			
- Provide plan documents and benefits summaries to employees			
- After enrollment period, evaluate process immediately and make notes for next year			

Total Compensation			
- Examine how your benefit plan fits into employees' total compensation			
- Discuss additional perks or benefits to potentially add			
- Distribute benefits statements to educate employees on the value of their total compensation			

Compliance			
- Discuss any hurdles or concerns with compliance			
- Employee benefits regulations and laws			
- Employment laws			
- Health care reform			
- Retirement benefits			
- Wellness plan			
- State-specific compliance			
- Create a plan for addressing these compliance challenges			
- Broker-provided educational resources			
- Steps to bring company, procedures and benefit plan into compliance where problems exist			
- Outline plan for maintaining compliance in future and staying up to date on new developments			

Employee

1. HOW WILL YOUR FIRM ASSIST THE CITY'S EMPLOYEES?

Brown & Brown's dedicated team for the City of Port Orange is available to assist the City's employees in every way possible. Employees are welcome to call us directly with questions and issues for quick resolution. We are available to educate the City's employees not only during open enrollment, but throughout the year on topics such as:

- Cost savings methods relative health plans and RX
- Free resources in the community
- Understanding how each plan works (explaining deductibles, coinsurance, etc)
- What cost share to expect for upcoming surgeries/procedures
- Educating on FSA, HSA, HRA when applicable
- Wellness/Population Health
- Compliance updates and how they impact employees
- Targeted seminars/meetings to address areas requiring focus specifically for each client's employee population
- Medicare education and enrollment assistance
- Design employee surveys so that employees can weigh in on topics of interest to the City
- Free/discounted services within the health and ancillary plans

Our team are also experts in the following areas:

- Helping employees with pre-authorization processes and approval quickly
- Obtaining appointments with providers that may not immediately have open panels to accept new patients
- Resolving employee claims and billing issues
- Assisting employees with care coordination, verifying benefits with providers and accessing specialized provider services locally and nationally if necessary
- Helping employees find cost efficient medications
- Patient Advocacy
- Coordinating care outside the insurance plan, when necessary
- Reviewing claims for coding accuracy
- Reviewing individual insurance options for dependents
- Walking employees through online enrollment process
- Setting up health portals and teaching employees how to navigate through them
- Filing life and disability claims
- Proving guidance and assistance with appealing denials

Please find additional resources Brown & Brown has created for our clients' employees:

- Regular updates are communicated as free/low cost resources for employees become available through vendors or insurance carriers
- We designed a client specific website where each clients' employees have access to discounted products and services (www.portorange.benefithub.com)
- Mobile benefit applications
- Designed a program with Metlife specifically for Brown & Brown clients to have the ability to purchase at a discounted monthly rate for bundled services including legal services, cyber security, estate planning, credit report monitoring, etc

MetLaw for Brown & Brown of Florida, Inc. Employers

When life calls for legal help, MetLaw is there for you.

\$21.75 per month covers you, your spouse and dependents. Telephone and office consultations are available for an unlimited number of personal legal matters with an attorney of your choice.

Money Matters	- Debt Collection Defense - Identity Theft Defense - Identity Management Services ¹	- Negotiations with Creditors - Personal Bankruptcy - Promissory Notes	- Tax Audit Representation - Tax Collection Defense - Triple Bureau Credit Monitoring ¹
Home & Real Estate	- Boundary & Title Disputes - Deeds - Eviction Defense - Foreclosure - Mortgages	- Property Tax Assessment - Refinancing & Home Equity Loans of Primary, Second or Vacation Home	- Sale or Purchase of Primary, Second or Vacation Home - Security Deposit Assistance - Tenant Negotiations - Zoning Applications
Estate Planning	- Codicils - Complex Wills - Healthcare Proxies - Living Wills	- Powers of Attorney (Healthcare, Financial, Childcare, Immigration)	- Revocable & Irrevocable Trusts - Simple Wills
Family & Personal	- Adoption - Affidavits - Conservatorship - Demand Letters - Garnishment Defense - Guardianship	- Immigration Assistance - Juvenile Court Defense, Including Criminal Matters - Name Change - Parental Responsibility Matters - Personal Property Protection	- Prenuptial Agreement - Protection from Domestic Violence - Review of ANY Personal Legal Document - School Hearings
Civil Lawsuits	- Administrative Hearings - Civil Litigation Defense - Incompetency Defense	- Disputes Over Consumer Goods & Services	- Pet Liabilities - Small Claims Assistance
Elder-Care Issues	Consultation & Document Review for your Parents: - Deeds - Leases	- Medicaid - Medicare - Notes - Nursing Home Agreements	- Powers of Attorney - Prescription Plans - Wills
Vehicle & Driving	- Defense of Traffic Tickets ² - Driving Privilege Restoration	- License Suspension Due to DUI	- Repossession
E-Services	- Attorney Locator - Financial Planning	- Insurance Resources - Law Firm E-Panel	- Self-Help Legal Documents - Work/Life Resources

To learn more, visit info.legalplans.com and enter access code: **LegalCM**
or call our Client Service Center at **1.800.821.6400** Monday-Friday, 8am-8pm (EST Time).

1. These benefits provide the Participant with access to LifeStages Identity Management Services and FraudScout Triple Bureau Credit Monitoring Services provided by CyberScout, LLC. CyberScout is not a corporate affiliate of Hyatt Legal Plans.
2. Does not cover DUI.

Group legal plans are provided by Hyatt Legal Plans, Inc., a MetLife company, Cleveland, OH. In certain states, group legal plans are provided through insurance coverage underwritten by Metropolitan Property and Casualty Insurance Company and Affiliates, Warwick, RI.

No service, including consultations, will be provided for: 1) employment-related matters, including company or statutory benefits; 2) matters involving the employer, MetLife and affiliates and plan attorneys; 3) matters in which there is a conflict of interest between the employee and spouse or dependents in which case services are excluded for the spouse and dependents; 4) appeals and class actions; 5) farm and business matters, including rental issues when the participant is the landlord; 6) patent, trademark and copyright matters; 7) costs and fines; 8) frivolous or unethical matters; 9) matters for which an attorney-client relationship exists prior to the participant becoming eligible for plan benefits. For all other personal legal matters, an advice and consultation benefit is provided. Additional representation is also included for certain matters.

Hyatt Legal Plans, Inc., A MetLife Company 1111 Superior Avenue, Suite 800, Cleveland, OH 44114
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Protect your identity with comprehensive credit monitoring services

FraudScout Triple Bureau Credit Monitoring¹

MetLife Legal Plans has partnered with CyberScout, LLC, the nation's premier provider of identity management services, to give you the most comprehensive identity monitoring and protection service available. Save time, hassle and money with this package of tools and resolution assistance.



Credit monitoring alone isn't a complete solution to the constant risk of identity theft. FraudScout's comprehensive coverage scours records and all three major credit bureaus to help uncover and minimize fraud.

Early detection is the best protection and is the first line of defense in the fight against identity fraud. FraudScout is an integrated platform that goes beyond simple credit monitoring to provide comprehensive fraud and credit monitoring services coupled with 24/7 dedicated support.

Credit Report & Monitoring

Reviews three bureau credit monitoring of credit activities, including credit inquiries, delinquencies, judgments and more.

Credit Score Summary

Provides a dashboard view of credit scores from all three credit bureaus. You get one free annual credit report from each bureau to keep tabs on activity and be on the lookout for new lines of credit.

Cyber Monitoring

Protects you by providing a service that continually monitors the Internet and alerts you of any possible suspicious activity.

\$1 Million Identity Theft Expense Reimbursement

If necessary, the member/spouse shall receive expense reimbursement for the following: reasonable and necessary costs incurred, lost wages, legal defense fees and expenses and unauthorized electronic fund transfer reimbursement.

¹ These benefits provide the Participant with access to LifeStages Identity Management Services and FraudScout Triple Bureau Credit Monitoring Services provided by CyberScout, LLC. CyberScout is not a corporate affiliate of MetLife Legal Plans.

[metlife.com](https://www.metlife.com)

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Navigating life together

MetLife Legal Plans, Inc. | 1111 Superior Avenue, Suite 800 | Cleveland, OH 44114
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Employee Education

Our in-house implementation team's sole focus is employee education. They are available at any time during the year. At the beginning of our relationship we determine the most effective utilization of this team in coordination with the team at The City of Port Orange and set a schedule of employee meetings, webinars, lunch and learns or one on one consultations. Our implementation team allows our clients to focus on the broader Value on Investment (VOI) view of the impacts their population health program can have on business outcomes and can increase employee engagement, productivity, attract talent and reduce absenteeism rather than just trying to influence physical health through traditional wellness programs.

Employee Advocacy

Through the marketing process we request wellness funds from the vendors in order to fund third party vendors that The City of Port Orange may wish to engage. One large area of focus is employee advocacy. The advocacy vendors change the focus of large case management and disease management from engaging employees in traditional, non-effective methods to intercepting the members through calls and claims questions to assist them in understanding the plan and how to better manage their current acute or chronic health condition. Since the City is currently with FHC for the medical plan, Jessica Scott has a great relationship with the medical director at FHC and can contact him directly when we need to escalate employee issues within the health plan. Jessica receives immediate response and action plans by reaching out to the medical director, so that employees can have access to the appropriate resources as soon as possible.

Brown & Brown will strive not only keep The City of Port Orange leadership informed, but also your employees. We distribute a number of employee communications during open enrollment and throughout the year regarding wellness, compliance, benefit offerings and various newsletters that will be reviewed and approved by The City of Port Orange prior to printing and distributing to employees.

- 1) Open Enrollment – annual materials provided for open enrollment
 - *Employee Benefits Guides* – provides an overview of the benefit options available to employees as well as information tools. We include annual notices in the benefits guide to keep the client in compliance.
- 2) Total Compensation Statements – an annual statement which increases the employee's awareness of their benefits package and how much the benefits cost the company.
- 3) Monthly Wellness Brochures – promotes health and safety in the workplace
- 4) Benefit Newsletters – educates employers and employees on specific topics
- 5) Employee Benefits Survey – obtains feedback about employee benefit programs
- 6) Payroll Stuffers – another means of communicating or educating employees on specific topics
- 7) Legislative Updates – these keep both employers and employees abreast of ACA / Healthcare Reform updates, for example, employees receiving the form 1094-C and/or the form 1095-B

We can customize employee communications based on the topic and message our clients' want to deliver to their employees and in the format that will be best received by their employees. We have countless examples of personalized communications we have developed for each client and can produce these as often as these are needed.

2. WHAT IS YOUR FIRM'S CONTACT LIKE FOR ADJUDICATING DIFFICULT CLAIM MATTERS?

Brown & Brown provides a dedicated account management team to help the City of Port Orange and its employees navigate through any claim or billing issues or questions, claims appeals, pharmacy denials or delays, 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. The Brown & Brown Daytona office staffs account managers with prior experience, who can assist our clients with provider coding errors, explaining Explanation of Benefit Statements, auditing provider billing for accuracy, and getting refunds issued for clients. Our Account Management Leadership team has the relationship with top management at the carrier level to resolve escalated issues timely. We will go to the top management for exceptions when needed. Insurance policies don't always address specific individual issues that arise and so we always advocate for the City of Port Orange and employees. In addition, as mentioned earlier, Jessica Scott has a strong relationship with leadership at FHC and therefore, can provide quick resolutions to claim matters through her contacts.

3. WILL YOUR FIRM'S STAFF ASSIGNED TO MANAGING THE RESULTANT CONTRACT FROM THIS RFP MEET THE CITY'S EMPLOYEES IN PERSON?

The team dedicated to the City work out of the Daytona Beach office and can easily facilitate in person employee meetings whenever necessary. We can meet with employees one on one, in a group setting, virtually (if necessary due to COVID), or whatever format is appropriate to address questions, discuss issues, offer guidance, etc.

In addition, Brown & Brown uses several methods to educate employees at open enrollment and throughout the year:

- PowerPoint presentations
- Open enrollment announcements / Flyers
- On-site Presentations
- Customized educational videos, which can be posted on our clients' internet
- Webinars/Seminars
- Electronic enrollment including videos and wellness education
- Employee enrollment hotline managed by dedicated Brown & Brown staff
- Employee enrollment email at Brown & Brown
- Employee compensation statements
- Online enrollment systems
- Customized employee communications on specific topics

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?

Any time our clients are entertaining a transition to another carrier, we always analyze and discuss any type of disruption or change in services that can occur during and after the transition. We understand that there could be a financial benefit to making a change, but we make sure we discuss our experience with how premiums may trend from a long term perspective with the chosen carrier based on our experience within our book of business. Brown & Brown is fortunate because of our volume of business with carriers, TPA's and vendors, we are assigned dedicated contacts for our Daytona office to work directly through issues, questions and requests so that we can provide very quick responses and solutions and try to minimize issues that can arise during a transition.

Therefore, we have very little service obstacles when it comes to working with the majority of carriers, making that aspect of the transition for our clients, very easy. Since we have such a strong and long-term relationship with our carrier partners, we can easily outline strengths and weaknesses of each, while reviewing alternative carriers with our clients.

However, one of the biggest disruptions when making a carrier change is within the provider network and pharmacy. We include provider and pharmacy analysis during our marketing process, so that we can review with our clients the top providers that are being seen by the employees and how the alternative medical, dental and vision carrier networks compare. We provide a report that outlines this detail and indicates which providers are in and out of the current network and then we provide the same data for the competitive carriers.

We provide a similar analysis and report for medications, so that the client can easily understand cost and tier of medications that are currently covered or not covered and how those medications compare in cost/tier and if not covered by the competitive carriers. We will even go so far as to help carriers recruit providers who are not in the network of the carrier that is chosen. In addition, we have been very successful with helping our clients be able to get authorization/approval for medications with the new carrier if there are challenges with getting them covered.

By identifying challenges early, it gives us time to work with the new carrier to try to reduce any disruption our clients may face when changing carriers. This is not always possible, but we do our best to minimize any surprises and find ways to overcome obstacles after the transition has taken place. Please find sample disruption report:

Medical Network Disruption Summary
Review by Carrier

In-Network Providers (#)					In-Network Provider Match (#)					Positive Disruption - Providers (#)					Negative Disruption Records (%)				
Total Records	Current	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate
490	463	307	477	480	304	452	453	3	75	27	159	5	2	32.4%	1.0%	0.4%			
	94.5%	62.7%	97.3%	98.0%		92.2%	92.4%	0.6%											
In Network Claims (#)					In Network Claims Match (#)					Positive Disruption - Claims (#)					Negative Disruption Records (%)				
Total Records	Current	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate
3,447	3,370	1894	3388	3416	1878	3325	3339	10	10	77	1492	10	7	43.3%	0.3%	0.2%			
	97.8%	54.9%	98.3%	99.1%		96.5%	96.9%	0.3%											
In-Network Claimants (#)					In-Network Claimants Match (#)					Positive Disruption - Claimants (#)					Negative Disruption Records (%)				
Total Records	Current	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate
1,096	1,062	772	1082	1080	767	1062	1066	5	32	34	295	6	5	26.9%	0.5%	0.5%			
	96.9%	70.4%	100.0%	100.0%		95.8%	95.8%	0.5%											
Overall Network Match - Claim Dollars (\$)					In-Network Match - Claim Dollars (\$)					Positive Disruption - Claim Dollars (\$)					Negative Disruption - Claim Dollars (\$)				
Total Eligible	Current	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate	BCBS	UHC Choice Plus	UHC Navigate
\$812,604	\$791,573	\$560,235	\$790,138	\$805,695	\$784,978	\$784,665	\$784,665	\$2,000	\$6,160	\$21,031	\$233,339	\$3,161	\$2,022	28.71%	0.39%	0.25%			
	97.41%	68.94%	97.24%	99.19%		96.48%	96.56%	0.25%											
Excluded Records (\$)																			
Total Eligible	Current	BCBS	UHC Choice Plus	UHC Navigate															
\$812,604	\$0	\$0	\$19,305	\$4,886															
	0%	0%	2%	1%															

In Network figures are based on the total number of providers/claims/claimants/dollars that are in-network for the incumbent vs. proposing networks.
In Network Match figures are indicative of the total number of providers/claims/claimants/dollars that are in-network for both the incumbent and the proposing network.
All results are based on the Provider Tax ID Number and can indicate that the a practice is in-network rather than a specific provider. This may lead to false positive/negative matches in the above results.
Provider counts are not unique and can include the same provider numerous times.

5. WILL CITY EMPLOYEES BE ABLE TO DIRECTLY CONTACT THE BROKER, OR WILL THEY NEED TO GO THROUGH THE CITY'S HUMAN RESOURCES TEAM?

Most of our clients allow their employees to reach out directly to the dedicated contacts at Brown & Brown, so we can streamline the issues and questions and make sure they receive quick responses and we welcome this direct access. Jessica Scott provides her cell phone to all of her clients, so that they can pass along her direct number for employees to call her anytime, 24/7. We can also set up a dedicated hotline or email specifically for City of Port Orange employees to contact us directly and receive same day responses.

We make sure we keep HR in the loop of any issues and questions we are working on so that they know it is being handled and their employees will have a resolution. By having direct access to the employees, we can often give HR feedback on opportunities for us to create communications or conduct seminars/webinars to address frequent issues, topics and questions that come up.

6. PROVIDE ANY OTHER ASPECTS PROVIDED RELATED TO THE CITY’S EMPLOYEES’ WELLBEING.

Population Health and Implementation



Population Health Management Team

Brown & Brown has a National Population Health Management (PHM) team and we have an internal implementation department to assist in the roll out of any new product or service. Our PHM team helps with an understanding of business issues and human capital needs, then applies our Intelligent Health Plan™ framework to develop a strategy with specific goals and objectives. We can then have a clear understanding of which workforce issues are having the most impact on your organization’s performance, how important it is to attract talent, benefit costs, employee morale and engagement, absence and productivity. We will then establish measurable objectives, invest in evidence-based solutions, develop and plan to engage employees and their families and monitor performance.

Employee Advocacy

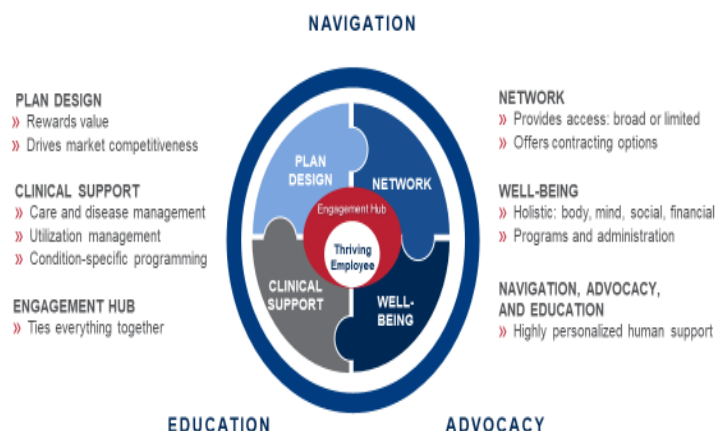
Through the marketing process we will request wellness funds from the vendors in order to fund third party vendors that the City may wish to engage. One large area of focus is employee advocacy. The advocacy vendors change the focus of large case management and disease management from engaging employees in traditional, non-effective methods to intercepting the members through calls and claims questions to assist them in understanding the plan and how to better manage their current acute or chronic health condition.

Employee Education

Our in-house implementation team’s sole focus is employee education. They are available at any time during the year. I believe the City would like to revisit our capabilities in this area and so we can meet to discuss goals and objectives and set a schedule of employee meetings, webinars, lunch and learns or one on one consultations. Our implementation team allows our clients to focus on the broader Value on Investment (VOI) view of the impacts their population health program can have on business outcomes and can increase employee engagement, productivity, attract talent and reduce absenteeism rather than just trying to influence physical health through traditional wellness programs.

INTELLIGENT HEALTH PLAN™

The Intelligent Health Plan (IHP) is available through our Population Health practice and is Brown & Brown’s framework for developing a population health strategy tailored to the unique needs of each of our customers. It combines a value-based benefit design, comprehensive and integrated member decision support tools, and best-in-class clinical programs and ties these together with an engagement hub and a sophisticated data analytics solution.



Client

1. HOW WILL YOUR FIRM ASSIST THE CITY'S HUMAN RESOURCES TEAM AND WHAT SPECIAL SERVICES WILL BE PROVIDED?

Our service philosophy is concierge customer service to ensure the City of Port Orange and employees have a high level of satisfaction with their health and welfare plans. We strive for proactive account management so that we can bring solutions to the table before a lot of issues are encountered. We always call or return emails within 24 hours and also attempt to solve the issue within that same time frame. If we can not then we provide our clients with a timeline as to when the issue will be resolved. Jessica Scott, is available to City staff and employees 24/7 via cell phone and email for immediate attention to issues, questions and requests.



Brown & Brown's success is due largely to our ability to adapt to the demands of the marketplace and to the needs of our clients. Our employee benefits team provides our many clients with the tools they need to develop and continue successful employee benefits programs:

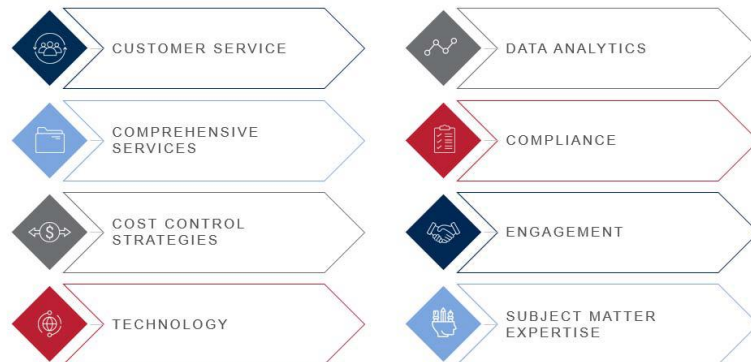
- Actuarial/Budget Projections
- Detailed Claims Analysis
- Benchmarking Reports
- Implementation and Population Health experts
- EB Technology Center
- Specialized Marketing department
- Extensive compliance resources
- Concierge Service approach

We further differentiate ourselves by our department structure. We have separate account management, risk management, marketing, and implementation/population health teams. This allows each team to become subject matter experts and provide the highest quality work product in the State of Florida and nationwide. The Account Executive (Jessica) will lead these teams to form cohesive long and short-term strategies for the City. Along with concise marketing, risk management efforts and white glove service that will enable the City to have the best health and welfare programs at the lowest possible cost.

Our staff is comprised of experienced forward-thinkers, with a client-first, service-focused approach. They are highly trained in fully insured and self-funded plan compliance and administration. Our dedicated service, marketing, risk management, implementation, and population health teams will act as an extension of the City's human resources and risk management departments. Both our dedicated team and our account executives understand the unique demands and processes that public entities require.

KEY DIFFERENTIATORS

Any broker can say they are "different", but can they prove it?



We will do whatever it takes to ensure the City of Port Orange and employees feel supported by Brown & Brown. We continue to ask our clients what additional services we can provide to enhance benefit programs and ease the burden of administrating them. We use this feedback to further develop the staff and resource support we can offer our clients.

Our account management department will act as the primary liaison for all day-to-day service-related matters. Our Service Leader has over 25 years of experience working in the health and welfare field and will provide support to the Account Manager who will be the main contact for service issues. We are well versed in claim, billing and eligibility issues and take proactive steps in order to reduce the number of issues encountered. If we are working on an issue for the City of Port Orange or one of its employees, we will resolve the matter within 24 hours and if that is not possible we will communicate why that is not possible and what steps are being taken towards a resolution. We can offer a dedicated email box where the City's employees can email us directly with any questions/concerns they have and receive an immediate response. We also place the account management teams phone numbers in the Benefits at a Glance packet so the employees can call us as well.

Every year we perform a full review of all contracts in place to ensure that the terms match what was sold, and the contract is acceptable by the City's legal department and in compliance with federal and state laws. If a situation comes up during the year, we will work with the vendor to make accommodations for the City of Port Orange and if needed we can advise our third-party legal counsel or HR consultants. Due to our carrier relationships we are 99% of the time able to provide a positive outcome to our clients.

Our team communicates constantly, and we will have regularly scheduled meetings with the City. In addition, Jessica Scott makes herself available 7 days a week 24 hours a day. We are very proud of the service we provide to our clients and believe that our customer service is what drives our client retention rate which is over 97%.

Account Management Services:

- Available daily to resolve all benefit issues for HR and employees
- Resolve claims and billing issues directly with carrier contact
- Educate benefits personnel on new administration procedures and provide year-round administration support
- Provide education and communications to employees throughout the year
- Assist all personnel with medical terminology, appeal process, diagnosis and procedures appropriate for specific conditions or claims
- Provide communications on wellness topics, compliance updates and latest insurance trends
- Provide employee compensation statements
- Conduct employee surveys
- Managing eligibility and dependent eligibility audits
- Anticipate client needs and manage challenges
- Support client with technology implementation
- Manage annual renewal timeline and prepare all information necessary to start RFP process
- Manage open enrollment and develop all employee communications

In terms of resolving employee claims issues, our account management department routinely contacts provider offices to ensure benefits are being submitted correctly to the insurance companies and we can field any employee questions or concerns via phone call or the email address. We will provide actual claim examples to explain the differences between the plan designs so the employees can make informed decisions. Often time this plan design analysis can be automated through the Benefits Administration vendors. If that is the case or implementation representatives can walk the employees through how to use the online enrollment system and view plan design comparisons or simply be available for questions.

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)?

It is Brown & Brown's intention to always take as much of HR's task as possible when it comes to organizing City events, such as benefit fairs, open enrollment, new hire orientations, and employee webinars/seminars. We strive to take on 90% of the burden, leaving the City with only 10%.

We have a specific Implementation Team dedicated to providing these services on behalf of the HR Team. This team, along with the City's dedicated Account Manager and Account Executive, discusses goals, strategy and communication with HR and provides these communications at open enrollment and throughout the year as needed. We can conduct these meetings in various formats outline below:

- In-Person & Virtual Meetings
 - We will meet with your employees every year during open enrollment to present and explain the benefits and address questions. We are also available at any point during the year to meet with your employees to educate them on a variety of topics like health/wellness, cost savings tools and methods, and how best to use the plan and other free resources.
- Employee Videos
 - We can produce an employee video explaining the benefits so that all new hires can have the benefit of an open enrollment meeting when they begin employment and also for active employees during the open enrollment time period.
- Employee Webinars/Seminars
 - We routinely offer webinars/seminars for employees on a variety of topics including how to use the benefits, EAP services and other requested topics of interest.

Brown & Brown has several methods of educating employees at open enrollment and throughout the year with various tools:

- PowerPoint presentations
- On-site group or one on one meetings
- Open enrollment announcements
- Customized Flyers
- Customized educational videos, which can be posted on our clients' internet
- Webinars
- Electronic enrollment including videos and wellness education
- Employee enrollment hotline managed by dedicated Brown & Brown staff
- Employee enrollment email at Brown & Brown
- Employee compensation statements
- Online enrollment systems
- Customized employee communications on specific topics

In addition to managing the enrollment presentations, the Brown & Brown Account Manager will take on the responsibility of preparing the Benefit Administration and Online Enrollment platform with the updated benefit information prior to open enrollment. They will set up and test the EDI feeds between the system and carriers. The Account Manager and Implementation Team are available for direct discussions with employees who need assistance with medications, choosing plans, who need continuity of care or authorizations for certain services and can assist employees who need to find new physicians (if moving from one network to another).

Our team can set up a dedicated email for the City's employees during open enrollment and after, so that employees can email questions and receive immediate responses. The Account Manager will close out the Benefit Administration/Online Enrollment system after all employee elections are complete and ensures that the changes are sent to the carriers. They can also help to coordinate that all changes that are captured in system are also captured in the payroll system. Our team audits the invoices post enrollment to make sure all changes were captured, and invoices are accurate post enrollment. We continue to audit invoices on a bi-weekly basis to make sure we catch any errors quickly and have them corrected.

Once the open enrollment process is complete, we send out a survey to the HR team to gather feedback on the experience and what we can do to improve. Please find the most recent survey results from the City of Port Orange:

Open Enrollment Follow Up Survey

#19

COMPLETE

Collector: Web Link 1 (Web Link)
 Started: Wednesday, November 06, 2019 7:38:49 AM
 Last Modified: Wednesday, November 06, 2019 7:41:08 AM
 Time Spent: 00:02:19
 IP Address: 75.112.90.131

Page 1

Q1 What is the name of your company?

City of Port Orange

Q2 What is your role/job title at your company?

HR Manager

Q3 What was the name(s) of your Implementation Specialist (individual who facilitated your open enrollment meeting)?

Paul

Q4 Did the implementation specialist seem prepared? **Yes**

Q5 Did the implementation specialist conduct themselves in a professional manner? **Yes**

Q6 Did the implementation specialist speak in a clear concise manner? **Yes**

Q7 Did the implementation specialist command the room? **Yes**

Q8 How satisfied were you with the flow of the meeting? **Satisfied,**
 If dissatisfied or very dissatisfied what in your opinion could have been done to improve the flow of the meeting?:
 Paul only spoke about FSA/HSA

Q9 How would you rate your satisfaction with the benefits being presented in simple terms? **Very satisfied**

Open Enrollment Follow Up Survey

Q10 Did you feel the employees understood the information presented **Yes**

Q11 Do you feel the materials given to employees were easy to understand and beneficial for future reference **Yes**

Q12 Did the Implementation Specialist allow time for employees to ask questions either before, during, or after presentation? **Yes**

Q13 Do you feel any other additional materials would have been beneficial? **No**

Q14 Overall how would you rate your satisfaction with Brown and Brown Insurance during the open enrollment process? **Satisfied**

Q15 Is there anything additional that we can provide to you/your employees throughout the year that would be beneficial to your open enrollment?

Not at this time

Q16 Is there anything that can be done to make the open enrollment experience better for next time?

I think everything went fine

Q17 Is there anything further the account manager can do to streamline the process of open enrollment?

No, it went smoothly

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?

When analyzing viable vendors for the City, whether it is for insurance products, administrators, technology, etc, Brown & Brown always considers and compares ease of administration. Due to our national presence and size, we analyze multiple vendors every year. We conduct thorough RFP's when considering which vendors we want to partner with and consider the pros and cons to doing business with vendors. When recommending vendors to our clients, we always outline any challenges we are aware of, as we try to prevent surprises at all costs. When we partner with vendors, we make sure we have a dedicated team at each vendor, who will respond timely to us and our clients if any issues arise. We also make sure we have a direct line to management at each vendor, so issues can be escalated and addressed as needed.

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.

We have outlined throughout this RFP various ways Brown & Brown has staffed our department with teammates and resources dedicated to the City of Port Orange's Human Resources team and employees. We are prepared to discuss the City's latest goals and challenges and provide additional resources and services, as needed to make sure the City has the most successful and efficient department possible. We have the ability to take on more involvement in your processes with Workday, to try to some of that day to day administration off of your plate. Now that the implementation with Workday has been completed and the City has a comfort level with the new system, this could be a good time to look at self-funded/alternative funding medical plan options. The City's claims have trended down the later part of 2020, of course COVID could be playing a role in that, but with the loss ratio being favorable, we can explore possible long term cost savings looking at self-funded options.

We are able to solicit those quotes and put together a budget analysis so you can see how the plan should trend, not just for one year, but over the course of several years and what kind of savings could be achieved. In addition, we will outline how much reserves the City will need to entertain self-funding. We will also analyze the possible disruption moving to a new provider network, pharmacy, etc, so the City is aware of everything up front. In addition, we have several resources when it comes to wellness initiatives that can be discussed with the City, regardless if the City wishes to stay fully insured or go self-funded. And we welcome the opportunity to engage more directly with the City's employees not just to solve problems and answer questions, but to educate employees on being better consumers of their health plan and understanding free resources they have available to them through our vendor and carrier partners and local resources outside of the insurance plans. All of these methods are ways to reduce cost both for the City and City's employees and have a healthier and well educated workforce.

We place tremendous value in our local client relationships, and we want to do whatever we possibly can to continue our partnership with the City of Port Orange.

Tab H: Proposed Fee

INSURANCEBROKERAGESERVICESCOST/FEEPROPOSAL

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

Proposal Submitted by Brown and Brown of Daytona Beach Florida
(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>58,000</u>

Authorized Signature: 

Printed Name of Authorized Signer: Steve Farmer

E-Mail of Authorized Contact: sfarmer@bbdaytona.com

Tab I: Required Documents

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Proposer’s Acknowledgement
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Public Entity Crimes Statement
- ☒ Form 9.6 – Affidavit of Anti-Collusion
- ☒ Form 9.7 – Statement of Qualifications
- ☒ Form 9.8 – Professional References for Previous Experience
- ☒ Form 9.9 – Local Business Affidavit of Eligibility
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Brown and Brown of Daytona Beach

Name of Business



Authorized Signature

Date 2/12/2021

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, 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 Statement of Qualifications 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 proposed Proposal. Furthermore, I agree to Proposal 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 Proposer/Contractor as its act and deed and that the Proposer/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 Proposer interested in said RFP; and that the undersigned executed this Proposer’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

Brown and Brown of Daytona Beach

AUTHORIZED SIGNATURE



NAME, TITLE, TYPED

Steve Farmer, Executive Vice President

FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Volusia

MAILING ADDRESS

300 N Beach St.

CITY, STATE & ZIP CODE

Daytona Beach, Florida 32114

TELEPHONE NUMBER / FAXNUMBER

(386) 239-7233

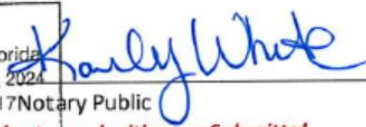
E-MAIL ADDRESS: sfarmer@bbdaytona.com

The foregoing instrument was acknowledged before me this day of February 12, 2021 by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:



KARLY WHITE
Notary Public - State of Florida
My Comm. Expires Sept. 28, 2024
Commission # HH47417 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 Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Statement of Qualifications.

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 Proposal form.

Addendum # 1 Date: 2/3/2021 Addendum # _____ Date: _____

Addendum # 2 Date: 2/11/2021 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:

Name of Business: Brown and Brown of
Daytona Beach

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 February, 2021, by
Steve Farmer, as Executive Vice President of
(NAME) (TITLE)

Brown and Brown of Daytona Beach and who:
(NAME OF ORGANIZATION)

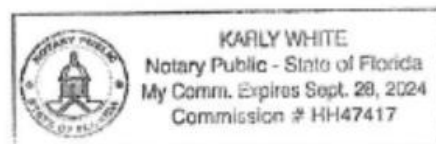
[Notary: Please select one]

is personally known to me; or

has produced _____ as identification.

[Signature]
Notary Public, State of FL

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

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 Proposal 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 Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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

Brown and Brown of Daytona Beach

By:

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 February, 2021, by
Steve Farmer, as Executive Vice President of

(NAME)

(TITLE)

Brown and Brown of Daytona Beach and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

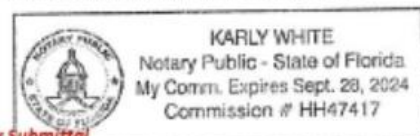
is personally known to me; or

has produced _____ as identification.

Karly White

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT UNDER SECTION 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 and Brown of Daytona Beach (name of Offeror or business) is _____.
2. My relationship to Brown and Brown of Daytona Beach (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 Proposer 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: Brown and Brown of
Daytona Beach

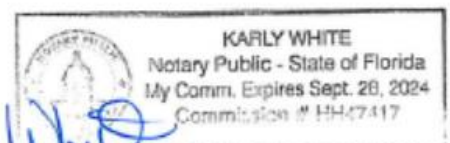
By: [Signature]
Printed Name: Steve Farmer
Title: Executive Vice President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12 day of February, 2021, by
Steve Farmer, as Executive Vice President of
Brown and Brown of Daytona Beach and who:

[Notary: Please select one]

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



[Signature]
Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Proposer 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 PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Brown and Brown of Daytona Beach

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

PRINTED SIGNATURE: Steve Farmer

TITLE: Executive Vice President

ADDRESS: 300 N Beach St

CITY: Daytona Beach STATE: FL ZIP CODE: 32114

TELEPHONE: (864) 9181353 FAX: (386) 323-5138

COMPLETION TIME: 2/16/2021

F.E.I.N. NUMBER: 590864469

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.

NOPROPOSAL(REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – STATEMENT OF QUALIFICATIONS RESPONSES

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Proposer. **Steve Farmer**
- B. Permanent main office address. **300 N. Beach St, Daytona Beach, FL 32114**
- C. Date organized. **1939**
- D. If a corporation, where incorporated. **Florida**
- E. How many years have you been engaged in the contracting business under your present firm or trade name? **82 years**
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) **Jessica Scott has over 58 accounts and we are staffed in anticipation for growth.**
- G. General character of work performed by your company. **Broker services for employee benefits insurance.**
- H. Have you ever failed to complete any work awarded to you? If so, where and why? **No.**
- I. Have you ever defaulted on a contract? If so, where and why? **No.**
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- **City of Holly Hill- Renewed 1/1/21 , \$35,000 fee.**
 - **City of Edgewater – Renewed 1/1/21, \$59,500 fee**
 - **City of Ormond Beach – Renewed 1/1/21, commission based compensation (percent of premium)**
- K. List your major equipment currently owned or leased. **N/A**
- L. Experience in work similar to this type of project. **Refer to the chart on the next page for past and present client experience.**
- M. Background and experience of the principal members of your organization, including the officers. **Please refer to tab B question 2 for a full list of backgrounds and experiences of our team and our annual report for officers.**
<https://investor.bbinsurance.com/annual-reports>.
- N. Credit currently available: **As an organization we do not typically operate off of credit, we do have an \$800 million evolving credit line. All \$800 million is currently available to Brown and Brown.**
- O. Give bank reference: **Bank of America (statement of good standing on next page after the chart.)**
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? **Please find in our annual report: <https://investor.bbinsurance.com/annual-reports>.**
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Request for Proposal.

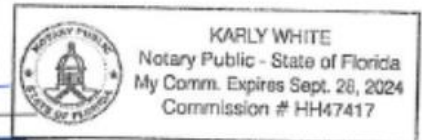
Name of Business: Brown and Brown of Daytona Beach Florida
By: [Signature]
Printed Name: Steve Farmer
Title: Executive Vice President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 12 day of February, 2021, by
Steve Farmer, as Executive Vice President
of Brown and Brown of Daytona Beach and who:

[Notary: Please select one]
is personally known to me or
has produced as identification.

[Signature]
Notary Public, State of FL
Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

L. Experience in work similar to this type of project. **Refer to the chart on the next page for past and present client experience.**

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 Port Orange 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

O. Give Bank reference: **Bank of America** (statement of good standing on next page after the chart .)



February 11, 2021

Re: Letter of Good Standing for Brown & Brown Inc.

To whom it may concern:

I am writing in support of Brown & Brown Inc. Brown & Brown Inc. has been a client for several years and continues to be responsive in all aspects of the relationship with our firm, and is currently in good standing with Bank of America.

If you have questions or require additional information, please call me at (407) 244-7069.

Regards,

A handwritten signature in black ink that reads "Chuck Beverly".

Chuck Beverly
Senior Vice President
Global Commercial Banking

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of Ormond Beach
Contact Person: Claire Whitley
City, State: Ormond Beach, FL
Telephone Number: (386) 676-3202
Email Address: Claire.whitley@ormondbeach.org
Description of goods or
Services provided: medical, dental, basic life, voluntary life, LTD, vision, worksite, HSA/FSA, Plansource
Contract Amount: commission based on percentage of premium
Start/End Date of Contract: 10/1/2008 – 9/31/2025
2. Company Name: City of Edgewater
Contact Person: Julie Christine
City, State: Edgewater, FL
Telephone Number: (386) 424-2400 x1701
Email Address: _jachristine@cityofedgewater.org
Description of goods or
Services provided: medical, dental, basic life, voluntary life, LTD, vision, worksite, HSA/FSA, Plansource
Contract Amount: \$59,500
Start/End Date of Contract: 9/30/2006 – 12/31/2026
1. Company Name: City of Holly Hill
Contact Person: Diane Cole
City, State: Holly Hill, FL
Telephone Number: (386) 248-9440
Email Address: dcole@hollyhill.org
Description of goods or
Services provided: medical, dental, basic life, voluntary life, LTD, vision, worksite, HSA/FSA, Plansource
Contract Amount: \$35,000
Start/End Date of Contract: 1/1/1999 – 9/31/2026

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided **Broker Services** or similar to those required under the City's contract and as outlined in this Proposal package. A minimum of three (3) projects shall be listed below in order to Proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	City of Ormond Beach	(386) 676-3202	Y	2008 – Present	Medical, dental, basic life, voluntary life, LTD, vision, worksite, HSA/FSA, Plansource
2	City of Edgewater	(386) 424-2400 X1701	Y	2006-Present	Medical, dental, basic life, voluntary life, LTD, vision, worksite, HSA/FSA, Plansource
3	City of Holly Hill	(386) 248-9440	Y	1999- Present	Medical, dental, basic life, voluntary life, LTD, vision, worksite, HSA/FSA, Plansource

This document must be completed and returned with your Submittal.

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): #21-04

BUSINESS NAME: Brown and Brown CONTACT PERSON/TITLE: Steve Farmer/ Executive Vice President MAILING ADDRESS: 300 N Beach St CITY-STATE-ZIP: Daytona Beach, Florida 32114 Length of Time at Address Provided: 3 months 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): 590864469

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

PHONE NUMBER: (386) 239-7233 FAX: (386) 323-5138

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 Proposer 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.

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

Name of Business: Brown and Brown of Daytona Beach

By: [Signature]

Printed Name: Steve Farmer

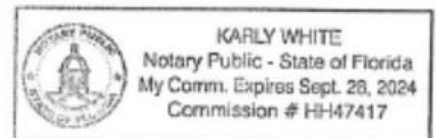
Title: Executive Vice President

STATE OF Florida
COUNTY OF Volusia

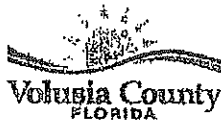
The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this 12 day of February, 2021, by Steve Farmer, as Executive Vice President of Brown and Brown of Daytona Beach a _____ He or she is _____ personally known or _____ produced _____ as identification.

[Signature: Karly White]
Notary Public, State of FL
Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal



8.0 PROOF OF EXEMPTION



FINANCIAL AND ADMINISTRATIVE SERVICES
REVENUE DIVISION

123 W. INDIANA AVE • ROOM 103 • DE LAND, FL 32720-4602
PHONE: 386-736-5938 • FAX: 386-822-572
<http://volusia.org/revenue/>

I certify that the business known as (business name) Brown & Brown of Florida, Inc.
providing Insurance services, which is located at (street address) 220 S. Ridgewood Ave.
Daytona Beach, (city) Florida, falls under the business tax exemption described in:

- | | | |
|---|---|---|
| ☐ Florida Statute 205. 063 | ☐ Florida Statute 205. 065 | ☐ Florida Statute 205. 191 |
| ☐ Florida Statute 205. 064 | ☐ Florida Statute 205. 162 | ☐ Florida Statute 205. 192 |
| | ☐ Florida Statute 205. 171 | |

<http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stm>

OR is the type of business indicated below:

- | | | |
|---|--|---|
| ☐ Child Care – Residential | ☒ Insurance Adjuster,
Agent, or Company | ☐ Radio/Television Station |
| ☐ Commercial Rentals | ☐ Pharmacist/Pharmacy
(Prescription Drugs Only) | ☐ Religious Institution |
| ☐ Door to Door/Peddler Sales | | ☐ Residential Rentals over 6months |
| | | ☐ Sale of Alcoholic Products only |

(Authorized Signature)

Stephen P. Farmer
(Printed Name)

STATE OF Florida

COUNTY OF Volusia

Sworn to and subscribed before me this 6 day of June, 2018, by
Stephen P. Farmer, who is/are personally known to me or who
has/have produced _____ as identification.



(Seal)

ROBIN W. THOMAS
Notary Public, State of Florida
My Comm. Expires Dec 21, 2019
Commission No. FF 930126

NOTARY PUBLIC – STATE OF Florida
Type or print name:
Robin W. Thomas
Commission No.: FF930126
Commission Expires: 12/21/19

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director

BUSINESS REGISTRATION CERTIFICATE

RENEW BY DATE
05-31-2021

EXPIRATION DATE
06-30-2021

FY 2020-21

BUSINESS ACCOUNT NUMBER 1098910	LOCATION ID 1214375-02-191
TRADE NAME (DBA) BROWN & BROWN, INC.	BUSINESS LOCATION 220 SOUTH RIDGEWOOD AVE.
BUSINESS BROWN & BROWN, INC. & SUBSIDIAR	THIRD PARTY TAX COLLECTOR ☐ PARKING TAX ☐ TRANSIENT OCCUPANCY TAX

BROWN & BROWN, INC. & SUBSIDIAR
220 S RIDGEWOOD AVE
DAYTONA BEACH FL 32114-4318

**CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE TREASURER & TAX COLLECTOR**

José Cisneros
Treasurer

David Augustine
Tax Collector

POST CLEARLY VISIBLE AT THIS BUSINESS LOCATION

Read reverse side. To update addresses or to close a business, go to www.sftreasurer.org/accountupdate.



bbinsurance.com

Christy Caldwell, MBA
Tax Accountant

O: 386-333-6037
M: 407-756-0746
ccaldwell@bbins.com

Brown & Brown, Inc. (NYSE: BRO)
220 S. Ridgewood Avenue
Daytona Beach, Florida 32114

INSURANCEBROKERAGESERVICESCOST/FEEPROPOSAL

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

Proposal Submitted by Brown and Brown of Daytona Beach Florida
(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>58,000</u>

Authorized Signature: _____

Printed Name of Authorized Signer: Steve Farmer

E-Mail of Authorized Contact: sfarmer@bbdaytona.com

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of Florida

County of Volusia

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

By: [Signature]

Name: Dustin Smurdon

CONTRACTOR:

Company: Brown and Brown of Daytona

Beach [Signature]

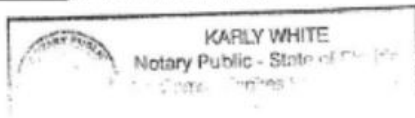
By: [Signature]

Name/Title: Steve Farmer/ Executive Vice President

STATE OF Florida

COUNTY OF Volusia

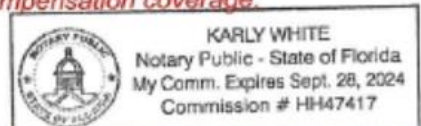
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of February, 2021, by Steve Farmer, as Executive Vice President of Brown and Brown of Daytona, a _____, He or she is personally known or _____ produced _____ as identification.



[Signature]
Notary Public, State of FL
Printed, typed or stamped name, commission and expiration

This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

**LEASED EMPLOYEE
AFFIDAVIT EXHIBIT**



CONTRACT # 21-04

☒ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

O
R

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: Travelers Property Casualty of America

A.M. Best Rating of Carrier: A++

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: Steve Farmer

Signature of Owner/Officer: _____ 

Title: Executive Vice President Date: 2.12.2021

SECTION 7 – PROPOSAL SUBMITTAL AND REQUIREMENTS		Brown and Brown Insurance of Daytona Beach			Foundation Risk Partners, Corp. dba Acentria Public Risk				
			Heather Carrizales	Scott Neils	Peter Ferriera		Heather Carrizales	Scott Neils	Peter Ferriera
		Total Average				Total Average			
		88.17	91.00	86.00	87.50	84.00	88.00	78.00	86.00
	TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY (Key Principal): (15 Evaluation Points)		15	15	14		13	10	13
A	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 (Related Experience, Strength of Team): (15 Evaluation Points)		15	15	14		15	11	13
B	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 OF STAFF: (10 Evaluation Points)		3	3	3		3	3	3
C	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 – INNOVATIVE SOLUTIONS and PROJECT APPROACH: (15 Evaluation Points)		15	13	14		15	12	13
D	1. Financial Narrative 								

SECTION 8 – EVALUATION OF PROPOSALS	Brown and Brown Insurance of Daytona Beach	Foundation Risk Partners, Corp. dba Acentria Public Risk	
A. COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY (Key Principal): (Maximum - 15 points)	Total Average	Total Average	
	14.67	12.00	
B. QUALIFICATIONS and ABILITIES OF PROFESSIONAL PERSONNEL (Related Experience, Strength of Team): (Maximum - 15 points)	Total Average	Total Average	
	14.67	13.00	
C. LOCATION and ACCESSIBILITY OF STAFF: (Maximum - 10 points)	Total Average	Total Average	
	3.00	3.00	
D. INNOVATIVE SOLUTIONS and PROJECT APPROACH: (Maximum - 15 points)	Total Average	Total Average	
	14.00	13.33	
E. LICENSES/INSURANCE: (Maximum - 5 points)	Total Average	Total Average	
	5.00	5.00	
F. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (Maximum - 5 points)	Total Average	Total Average	
	5.00	4.33	
G. REFERENCES: (Maximum - 10 points)	Total Average	Total Average	
	10.00	9.33	
H. PROPOSED FEES: (Maximum - 25 points)	Total Average	Total Average	
	21.83	24.00	
Total of A-H	88.17	84.00	
	YES	YES	Form 9.1 – Submittal Checklist
	YES	YES	Form 9.2 – Proposer’s Acknowledgement
	YES	YES	Form 9.3 – Addendum and Change Order Procedure
	YES	YES	Form 9.4 – Drug Free Preference Statement
	YES	YES	Form 9.5 – Public Entity Crimes Statement
	YES	YES	Form 9.6 – Affidavit of Anti-Collusion
	YES	YES	Form 9.7 – Statement of Proposer's Qualifications
	YES	YES	Form 9.8 – Professional References for Previous Experience
	YES	YES	Form 9.9 – Local Business Affidavit of Eligibility
	YES	YES	Insurance Brokerage Services Cost/Fee Proposal Form
	YES	YES	Copy of License (Contractor, Sunbiz, Etc.)
	YES	YES	Submission of Original and One Identical Digital Copy

A. COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY (Key Principal) (Maximum - 15 points)		Brown and Brown Insurance of Daytona Beach				Foundation Risk Partners, Corp. dba Acentria Public Risk			
			Heather Carrizales	Scott Neils	Peter Ferriera		Heather Carrizales	Scott Neils	Peter Ferriera
		Total Average				Total Average			
		14.67	15.00	15.00	14.00	12.00	13.00	10.00	13.00
1	• 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		15	15	14		13	10	13

B. QUALIFICATIONS and ABILITIES OF PROFESSIONAL PERSONNEL (Related Experience, Strength of Team) (Maximum - 15 points)		Brown and Brown Insurance of Daytona Beach				Foundation Risk Partners, Corp. dba Acentria Public Risk			
			Heather Carrizales	Scott Neils	Peter Ferriera		Heather Carrizales	Scott Neils	Peter Ferriera
		Total Average				Total Average			
		14.67	15.00	15.00	14.00	13.00	15.00	11.00	13.00
1	• 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		15	15	14		15	11	13

C. LOCATION and ACCESSIBILITY

C. LOCATION and ACCESSIBILITY OF STAFF (Maximum - 10 points)		Brown and Brown Insurance of Daytona Beach				Foundation Risk Partners, Corp. dba Acentria Public Risk			
			Heather Carrizales	Scott Neils	Peter Ferriera		Heather Carrizales	Scott Neils	Peter Ferriera
		Total Average				Total Average			
		3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
1	• 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		3	3	3		3	3	3

D. INNOVATIVE SOLUTIONS and PROJECT APPROACH <	
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E. LICENSES/INSURANCE (Maximum - 5 points)		Brown and Brown Insurance of Daytona Beach				Foundation Risk Partners, Corp. dba Acentria Public Risk			
			Heather Carrizales	Scott Neils	Peter Ferriera		Heather Carrizales	Scott Neils	Peter Ferriera
		Total Average				Total Average			
		5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
1	• 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		5	5	5		5	5	5

F. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY (Maximum - 5 points)		Brown and Brown Insurance of Daytona Beach			Foundation Risk Partners, Corp. dba Acentria Public Risk				
			Heather Carrizales	Scott Neils	Peter Ferriera		Heather Carrizales	Scott Neils	Peter Ferriera
		Total Average				Total Average			
		5.00	5.00	5.00	5.00	4.33	4.00	5.00	4.00
1	• 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		5	5	5		4	5	4

G. REFERENCES

G. REFERENCES (Maximum - 10 points)		Brown and Brown Insurance of Daytona Beach				Foundation Risk Partners, Corp. dba Acentria Public Risk			
			Heather Carrizales	Scott Neils	Peter Ferriera		Heather Carrizales	Scott Neils	Peter Ferriera
		Total Average				Total Average			
		10.00	10.00	10.00	10.00	9.33	8.00	10.00	10.00
1	• A minimum of three (3) references were provided (5 points) • References were able to be contacted and verified (5 points)		10	10	10		8	10	10

H. PROPOSED FEES

H. PROPOSED FEES (Maximum - 25 points)		Brown and Brown Insurance of Daytona Beach				Foundation Risk Partners, Corp. dba Acentria Public Risk			
			Heather Carrizales	Scott Neils	Peter Ferriera		Heather Carrizales	Scott Neils	Peter Ferriera
		Total Average				Total Average			
		21.83	23.00	20.00	22.50	24.00	25.00	22.00	25.00
1	• 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		23	20	22.5		25	22	25



NOTICE OF INTENT TO AWARD

RFP 21-04 Broker Services for Employee Insurances March 22, 2021

On February 18, 2021, Purchasing received two (2) proposals for RFP 21-04 Broker Services for Employee Insurances.

After review of the proposals submitted, on March 17, 2021, City Staff has made its recommendation to award to Brown and Brown Insurance of Daytona Beach, FL, who has been deemed responsive and responsible.

IMPORTANT: Award of the contract is subject to City Council Approval on April 20, 2021.

**Michael Hall
Purchasing Agent**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: Yes

SUBJECT: (B7b) Intent to Award RFP #21-02 (Wrecker Service Agreement) to J & A Balboa Enterprises, Inc. DBA Arrow Service & Towing.

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to award the Wrecker Service Agreement contract to J & A Balboa Enterprises, Inc. DBA Arrow Service & Towing and authorize the Mayor and City Clerk to execute contract documents.

SUMMARY: Three proposals were received in response to RFP 21-02 for Wrecker/Towing Services. Proposals were received from Arrow Service & Towing, Fryer's Towing Service and Universal Towing.

The selection committee ranked Arrow Service & Towing the highest of the three proposals. Arrow Service & Towing has met all pre-award conditions and staff recommends the awarding of the contract to J & A Balboa Enterprises, Inc. DBA Arrow Service & Towing.

Initial contract term is for 1 year with an option to renew for three (3), one (1) year extensions based upon staff recommendation to the City Manager. The initial contract term will commence on May 10, 2021.

Fryer's Towing, our current provider, filed a bid protest that was denied by the City Manager. Fryer's Towing has not requested reconsideration of the bid protest by the City Council.

Project No.: n/a

Funding Account No.: 000000000000

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Wrecker Service Agreement & Exhibits	Wrecker Service Agreement & Exhibits.pdf
2.	RFP 21-02 Wrecker Services Evaluation Sheet FINAL 2.16.21	RFP 21-02 Wrecker Services Evaluation Sheet FINAL 2.16.21.xlsx
3.	RFP 21-02 WRECKER SERVICES	RFP 21-02 WRECKER SERVICES FINAL

	FINAL 12.10.20	12.10.20.pdf
4.	RFP 21-02 Wrecker Services Addendum No. 1	RFP 21-02 Wrecker Services Addendum No. 1.pdf
5.	RFP 21-02 Wrecker Services Addendum No. 2	RFP 21-02 Wrecker Services Addendum No. 2.pdf

Eric Fisher	Created/Initiated - 2/24/2021
William Proctor	Approved - 2/24/2021
Thomas Grimaldi	Approved - 2/25/2021
Lupe Reyna-Coffin	Approved - 2/26/2021
Scott Neils	Approved - 3/2/2021
Matthew Jones	Approved - 4/22/2021
Jamie Miller	Approved - 4/22/2021
Wayne Clark	Approved - 4/28/2021
Robin Fenwick	Final Approval - 4/29/2021

WRECKER SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20__, by and between the City of Port Orange, Florida, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City," and _____, a _____ corporation, located at _____, _____, Florida _____, hereinafter referred to as "Towing Company," in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below:

W I T N E S S E T H

1. Definitions. The following words and terms, as used in this Agreement, shall have the meaning respectively ascribed:

Immobilization shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.

Nonconsensual towing shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as hereinbelow defined.

Property owner shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.

Tow shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.

Trespass towing shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.

Wrecker shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car

carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

2. The Towing Company shall provide the following services including those outlined in the Request for Proposal 21-02, Addenda (if any), and Contractor's Proposal, all of which are incorporated and made a part hereof by reference:

- a. When so authorized by a representative of the City, the Towing Company shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within the City of Port Orange.
- b. When authorized by a representative of the City, the Towing Company shall provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of Chapter 70 or other applicable provisions of the Code of the City of Port Orange covering the removal and/or impounding of illegally parked or disabled vehicles, applicable State Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company, and provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the City, as designated by the owner of the vehicle (which may be a place of business other than the place of business of the Towing Company).
- c. When authorized by a representative of the City, the Towing Company shall tow, service, and/or provide temporary storage for the following vehicles at no charge to the City: (1) Police Department or Fire Department vehicles, owned or leased; (2) vehicles seized under the Florida Contraband Forfeiture Act, Chapter 932, Florida Statutes; and (3) Vehicles initially towed to the police department or city owned impound yard that are held for evidence to include TH1 vehicles.

All other City owned or leased disabled vehicles shall be towed and/or serviced at no charge excluding refuse collection vehicles and vehicles leased by the City where the Lessor is responsible for the towing/servicing.

Any disabled City owned or leased vehicle that shall be towed shall be removed from its point of disability (within a fifty (50) mile radius of the City limits to any point within the City) as may be directed by the City. In addition, the Towing Company shall change the flat tire(s) of any City Class "A" vehicles within Volusia County at no charge to the City.

- d. The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company.
- e. The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel shall be subject to call at any and all times. The Towing Company further guarantees that, for all emergency response calls, it shall be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company, its representative, or answering service receives a call requesting that a wrecker be dispatched. The time shall not exceed twenty (20) minutes even during special times (bike week, speed week, spring break, etc.) Wrecker vehicles shall not be parked at private residences within the municipal boundaries of the City of Port Orange. A call for emergency response shall include existing or potential conditions at a scene requiring that vehicles be removed and or roadways cleared as soon as possible in the judgment of the requesting police officer.
- f. The Towing Company shall answer expeditiously all calls from the Port Orange Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all debris and obstructions caused by accidents even if actual towing is not required (clean-ups only).
- g. Upon request, the Towing Company shall provide the Port Orange Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the police.
- h. An "Innocent Owner's" vehicle may be towed and stored as a result of a crime. The Chief of Police or his designee shall identify these vehicles to the Towing Company. An "Innocent Owner" is an owner or other person authorized to possess the vehicle who is not the perpetrator of a crime or civil infraction. "Innocent Owner" vehicles include, but are not limited to, the following:
 - 1) Recovered stolen vehicles;
 - 2) Vehicles that are seized for forensic testing (i.e., sexual batteries, abductions, homicides, etc.) when the owner/operator was not the perpetrator;

- 3) Vehicles damaged by stop-sticks when the owner/operator of the vehicle was not the intended target;
- 4) Vehicles damaged in crashes caused by or resulting from the pursuit of a criminal or a criminal flight from apprehension where the owner/operator was not involved.

NOTE: "Innocent Owners" shall not include those persons whose vehicles are determined by the Chief of Police or his designee to have been stolen by an immediate family member, where it is reasonably believed that the vehicle was exchanged by the owner/operator for illegal controlled substances, or where the vehicle is used in the commission of a crime, and the suspect is operating the vehicle with the implied or actual consent of the owner.

- i. If a victim meets the definition of an "Innocent Owner" and has no insurance or has a deductible of seventy-five (\$75.00) dollars or more, the Towing Company shall charge the "Innocent Owner" a fee not to exceed seventy-five (\$75.00) dollars. The Towing Company can charge additional costs to the "Innocent Owner's" insurance carrier or to some other insurance company who is liable for those costs, but in no event will the "Innocent Owner" be responsible to pay more than seventy-five (\$75.00) dollars out-of-pocket for the cost of towing and the first seventy-two (72) hours of storage. The rate for subsequent storage shall be as stated in Section 5 (Rate Charged Owners and the City). The "per tow" fee shall not apply to "Innocent Owner" tows.
- j. All services rendered by the Towing Company under this Section 2 shall be at no expense to the City, unless specifically provided otherwise.

3. Payment to the City

In consideration of the Towing Company being called by the City for the term as provided in Section 4 below, the Towing Company shall pay monthly to the City, beginning _____, the sum of Five Thousand and 00/100 Dollars (\$5,000.00) per month, so long as this Agreement is in effect.

4. Term

- a. The term of this Agreement shall begin _____, and end on _____, unless extended.
- b. Extension - The City shall have the option of extending this Agreement for three (3) consecutive twelve-month periods: (1) The first extension period beginning on _____, and ending on _____; (2) The

second extension period beginning on _____, and ending on _____; and the third extension period beginning on _____, and ending on _____.

- c. It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call with one of its own wreckers, it is still responsible for providing a wrecker during the term of this Agreement. It may utilize a wrecker from any other wrecker company licensed in the City, the County, or any other municipality located in Volusia County. In such cases, the substitute wrecker shall comply with the terms agreed upon herein.

5. Rate Charged Owners and the City

- a. The Towing Company shall not charge for towing or storage of any vehicle that is the subject of a non-consensual tow or trespass tow originating within the City of Port Orange in excess of the maximum rates as established by Resolution of the City Council of the City of Port Orange, No.19-15 (a copy of the Resolution is attached as Exhibit "A"). The maximum rates set forth herein are subject to amendment at any time by Resolution of City Council.
- b. All limitations contained herein on the rate or fee that may be charged by the Towing Company for services contemplated by this Agreement shall be inclusive of any applicable taxes including but limited to sales tax. By way of example, if the towing charge for a "Class A" vehicle is limited to a maximum of \$125.00, then the service charge invoiced by the Towing Company shall not exceed \$125.00 inclusive of tax. Assuming that the sales tax rate is 6.5% of the sale price, the maximum the Towing Company would be able to charge in this example would be \$117.37 for the service and an additional \$7.63 for the sales tax totaling \$125.00. This limitation in no way relieves the Towing Company from collecting and remitting all applicable taxes to the appropriate taxing authorities.
- c. The City shall not be responsible for any fees or charges resulting from nonpayment by the owner of the vehicle being towed.
- d. Charging rates in excess of the legal maximum rate, shall be considered a breach of this Agreement and shall be grounds for termination as provided in Section 24.
- e. The rates for towing/servicing of City owned/leased vehicles shall be as outlined previously herein at Section 2.c. The City shall not be charged for any services rendered to it under this Agreement except as specifically provided under this Agreement.

- f. Towing Company agrees to tow abandoned or junked vehicles at no charge to the City, and City shall surrender all salvage rights to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- g. The services specified in Section 2 of this Agreement shall be provided at no cost to the owner of the towed vehicle whenever the City determines that the vehicle was towed in error at the request of the City. The City, in such a case, shall notify the Towing Company of the error as soon as practicable and shall not be responsible for payment of towing charges or storage costs.
- h. One day of storage shall equal twenty-four (24) hours at the storage facility except that the first twelve (12) hours of storage shall be provided free of charge to the customer. On the first day of storage only, a vehicle that is stored at the storage facility between twelve (12) hours and twenty-four (24) hours shall be charged for one (1) day of storage. Thereafter, the customer may be billed for an additional day of storage for each twenty-four (24) hour period the vehicle remains in storage at the storage facility beyond the first twenty-four (24) hours of storage. By way of example, a vehicle that is at the storage facility for forty-seven (47) hours shall be charged for one (1) day of storage, while a vehicle that is at the storage facility for forty-nine (49) hours shall be charged for two (2) days of storage.

6. Salvage Rights

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined herein at Section 5.e, excluding those vehicles seized and held for possible forfeiture by the City.

7. Storage Facilities and Office

- a. The Towing Company shall maintain an office and a storage garage and/or outside storage facility complying with applicable building, zoning and land use regulations. Such storage facility shall:
 - (1) Contain a minimum of one hundred (100) spaces in an area which is completely secured and fenced at all times.
 - (2) Have available a minimum of two (2) spaces inside a building affixed to a permanent foundation for storing vehicles which require police processing. Moveable storage facilities are not acceptable. These spaces shall be maintained to provide protection from the weather and

security to preserve the evidence and legal chain of custody for vehicles which require police processing. These spaces shall consist of sufficient space and access for police processing of a vehicle stored therein.

- (3) Be located within a **seven (7) mile radius** from the City of Port Orange limits, on the same premises as the office.
- b. The Towing Company shall own or lease the property where the office and storage facility are located. In the event that the property is leased, the term of said lease shall be not less than the term of this Agreement or any extension thereof as set forth in Section 4. The Towing Company shall provide a copy of the current lease or deed for prequalification and upon request by the City and upon any extension of the Agreement by the City. The Towing Company shall furnish copies of subsequently effective leases and deeds to the City and shall notify the City within three (3) business days upon receiving notice of cancellation, termination, or non-renewal of any lease or any change in ownership. The City reserves the right to terminate this Agreement in the event of expiration, cancellation, termination, or non-renewal of any lease for the property or any change in ownership.
- c. The Towing Company shall have an employee on duty at said storage facility from 8:00 A.M. to 6:00 P.M. Monday through Friday, excluding legal holidays and shall have an employee available on-call for Police Department access to said facility after-hours and on holidays. An employee of the Towing Company shall be on call twenty-four (24) hours a day and able to respond to any call with arrival at the requested location within twenty (20) minutes.
- d. Storage facilities shall be in compliance with all state, local and federal regulations. The facility shall be free from trash, rodents, insects and any other cause for contamination of vehicles. The facility shall have comprehensive security to protect property and public that enters the premises. Failure to maintain a clean, safe and secure facility, in the sole discretion of the Chief of Police, shall subject this Agreement to termination as provided herein at Section 24.
- e. Storage facilities shall be subject to inspection upon 24 hours notice by the City and shall be required to obtain approval from the City prior to the award of Agreement or any extensions thereto. Storage facilities shall be subject to periodic inspections at any time by the Police Chief or his designee during the term of this Agreement when deemed necessary by the City to ensure compliance with this Agreement.

- f. Vehicles that have been marked "HOLD" for investigative or forfeiture purposes by the Police Department shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Police Department shall be permitted access to such vehicles at any time. Vehicles marked "HOLD" shall be secured and stored in locked enclosed areas with no access by any person except as authorized by the Police Department. The Towing Company shall maintain comprehensive security to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD", storage fees may begin to accrue against the owner of the vehicle.

8. Wrecker Equipment and Wrecker Company Personnel

- a. The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services specified in this Agreement. The wreckers shall include: three (3) Class "A" wreckers, one (1) of which shall have four-wheel drive; and one (1) Class "C" wrecker. The wreckers of the Towing Company shall meet the equipment requirements and specifications set forth in Rule 15B-9.005, Fla. Adm. Code, as the same now exists and as may be amended from time to time. A copy of said Rule, as it currently exists, is attached hereto as Exhibit "B", and incorporated by reference herein.
- b. No owner, partner, employee, or agent of the Towing Company shall have been:
 - (1) Convicted of any felony within the last ten (10) years.
 - (2) For the purposes of this section, a conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; or a judge's finding or a jury verdict of guilty when adjudication is withheld and the accused is placed on probation, within the last ten (10) years.
- c. The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense, within the last ten (10) years.
- d. Prior to any extension of this Agreement and within five business (5) days of hiring any new employees, the Towing Company shall provide written notice to the Police Department of the names, addresses and drivers license

numbers of all new employees, owners, partners or agents of the Towing Company.

9. Telephone Communications

The Towing Company shall provide cellular telephone communication system between the office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming police calls.

DIRECT LINE _____

ON-CALL Phone _____

10. Non-Exclusiveness of Service

The Towing Company agrees that the owner or person in possession of any vehicle that has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

11. Benefits from Repairs

The Towing Company shall not benefit directly or indirectly without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any Agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner, or between the Towing Company and a repair facility, shall state the repairs/painting to be done as well as the price and terms of payment therefor.

12. Liability of Towing Company

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the police officer in charge.

13. Personal Property in Vehicles

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property shall be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession, as provided by law. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the Towing Company shall obtain a receipt for the property from the owner or person entitled to possession thereof. The Towing Company shall provide reasonable access to the owner or person entitled to legal possession of the vehicle to retrieve all personal property from the vehicle. Said access shall include towing the vehicle to a location in the storage yard or near the gate of the storage yard where the vehicle may be accessed. The Towing Company shall not charge the owner or person entitled to legal possession of the personal property for accessing the vehicle in which the personal property is located or any other service that may be incidental to allowing the individual to retrieve the personal property from the vehicle.

14. Release of the Vehicle

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. Any vehicle that has been marked "HOLD" by the Port Orange Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall obtain a receipt for the vehicle. The Towing Company shall deliver to the **Port Orange Police Department, 4545 Clyde Morris Boulevard, Port Orange, FL 32129** by 9:00 a.m. daily a report of all vehicles released the previous day. The Towing Company shall be required to make the vehicle available for release by either allowing the owner or person entitled to possession to enter the storage lot to retrieve the vehicle or towing the vehicle from its current location to the front gate of the storage lot where the owner or person entitled to possession may take possession of the vehicle. The Towing Company shall not charge the vehicle owner or person entitled to possession for retrieving the subject vehicle from the lot or "setting out" the vehicle at the gate of the storage lot or for any other service that may be incidental to releasing said vehicle to the owner or person entitled to possession. This does not prohibit the Towing Company from negotiating a consensual tow to a property other than the Towing Company's storage lot at the request of the owner or person entitled to possession. However, if the owner or person entitled to possession would prefer to have a different towing

company provide said service, the Towing Company shall not charge any fee related to releasing the vehicle to another towing company.

15. Posting Charges

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed the legal maximum rate established for the City of Port Orange.

16. Itemized Statements

- a. Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering evidence of title and right to possession with an itemized statement of all charges related to the towing and storage of such vehicle. Such statement shall be provided free of charge.
- b. An itemized statement shall include, at a minimum a detailed description of the work performed and/or services provided by the Towing Company, the time the vehicle arrived in storage, the time the vehicle left storage, and the applicable amount charged to the patron in accordance with Resolution No. 19-15. Any services provided by the Towing Company to the patron upon the patron's request shall be identified as such on the itemized statement by using the term "customer request" followed by a description of the work performed at the request of the customer. However, the customer shall not be charged for any services for which a charge has been forbidden by this Agreement even if requested by the customer.
- c. The City shall periodically audit Towing Company billing to ensure compliance with this Agreement. During any twelve (12) month period, failure by the Towing Company to provide itemized billing statements in accordance with this section shall result in a progressive liquidated damages charge (for the City's estimated costs as a result of billing issues) and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Suspension and up to termination

17. Indemnification

The Towing Company shall indemnify and hold harmless the City of Port Orange and its agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees incurred prior to the filing of a suit and throughout any court proceeding, arising out of or resulting from the work or services or the performance of operations under this Agreement, provided that the claim, damage, loss and expense is caused in whole or in part by any willful or negligent act or omission of the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

18. Insurance

a. Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance:

(1) Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees and subcontractors of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability insurance with limits of not less than \$500,000 per occurrence or the statutory requirements whichever is greater. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

(2) Garage-keeper's policy. A garage-keeper's legal liability and direct primary policy covering fire, theft, vandalism, and other insurable perils in the minimum amount of \$75,000.00, and a per-vehicle deductible not exceeding \$1,000.00.

(3) On Hook/Cargo liability policy with a minimum limit of \$75,000.00 and a deductible not exceeding \$1,000.00 per towing vehicle.

(4) Automobile liability policy, covering the operation of wrecker's business, equipment, and vehicles with a combined single limit for bodily injury and property damage of no less than \$1,000,000.00.

(5) General liability policy. A general liability policy, covering the operation of

wrecker's business, equipment and vehicles, with a combined single limit for bodily injury and property damage of no less than \$1,000,000.00.

- (6) The above insurance coverage shall name the City of Port Orange as additional insured, with the exception of Workers' Compensation Insurance.

b. Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City showing the City as an additional insured within ten (10) days of the City Council award of this Agreement. The Towing Company shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

Police Department
ATTN: Towing Contract Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Upon request by the City, the Towing Company shall furnish copies of the insurance contracts to support the certificates of insurance and the Towing Company shall be required to satisfy any revision by the City.

The Towing Company shall file replacement certificates at least seven (7) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the event such insurance shall lapse, the City expressly reserves the right to either declare a breach of this Agreement and terminate, or renew the insurance at the Towing Company's expense. The renewal of the insurance shall not waive the City's right to declare a breach of this Agreement.

The Towing Company agrees to comply with all applicable state and federal laws, rules and regulations. Nothing in this Section 18 shall be construed to reduce or limit any commercial insurance required for towing company operation by applicable state or federal laws, rules or regulations.

19. Records, Books and Payment

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this Agreement. All records shall be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company shall be submitted to the Office of the City Finance Director on the first day of each month for the duration of this Agreement. Copies of all Towing Company paid invoices for services provided each month as a result of this Agreement shall be submitted to the City on or before the 15th day following the end of the month in which such services were provided. Such invoices may be provided in the form of a computer printout, or in an electronic format approved by the Finance Director, and shall contain the information set forth in Subsection 19.a.(1) below.

- a. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:
 - (1) Call date and time, dispatch time, arrival time, hooked, dropped and cleared time, where the vehicle was towed from; the date and time towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date and time the vehicle was released or disposed of; and all correspondence and documents sent or received concerning said vehicle, as required by this Agreement.
 - (2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department every 24 hours, describing each vehicle by Make, Year, Model, VIN, and Tag Number to the **Volusia County Communications Center via fax at 386-254-1597**.
 - (3) The records shall be submitted utilizing the following procedures:
 - (a) The company shall provide and maintain telecommunications equipment or e-mail as approved by the Police Department, capable of transmitting documents between the Police Department and the Towing Company.

20. Right to Cancel Service Call

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City

or the vehicle operator/owner. When a wrecker is to be canceled, it shall be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped and its operator has exited the wrecker in preparation to perform the towing service.

21. Compliance with Laws and Rules

The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes, including Section 316.530, all applicable City ordinances, resolutions, and the equipment requirements and specifications set forth in Rule 15B-9.005, Fla. Adm. Code, as may be amended, unless otherwise provided by ordinance or this Agreement.

22. Surety Performance Bond

Within ten (10) days of city council award of this Agreement by the Port Orange City Council, the Towing Company shall post a surety performance bond or provide a letter of credit. The surety shall be an A-rated or better company. The performance bond or letter of credit shall be in the amount of \$50,000.00 (fifty thousand and 00/100 dollars) to be used by the City in the event:

- a. The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred in making adequate arrangements for towing services, including the City's actual administrative costs.
- b. The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24, for the purpose of defraying the cost of rebidding this Agreement.

23. Late Response

Liquidated damages for Late Response to emergency response calls. The Towing Company shall respond immediately to all emergency calls for service, and shall be at the location within twenty (20) minutes from the time the call is received.

The contractor assumes all liability in meeting the twenty (20) minutes response time including but not limited to any and all damages resulting from traffic accidents caused by the Towing Company's delay in response. During any twelve (12) month period, failure to meet the twenty (20) minute response time shall result in a progressive liquidated damages charge and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Automatic suspension and up to termination

The Towing Company shall not be assessed a liquidated damages charge for delay or failure in providing service when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any circumstances which, in the Police Chief's opinion, is beyond the control of the Towing Company. Act of government shall not include enforcement of Chapter 316, Florida Statutes.

24. Breach of Agreement and Termination

- a. It shall be the right of the Police Chief and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the Police Chief, there has been a breach of contract, the Police Chief shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If termination of the Agreement due to breach is recommended, the Police Chief may so notify the City Manager and a hearing shall be set for a date within fifteen (15) calendar days of such notice. At that time, the City Manager shall hear the Towing Company and the City representative(s), and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, including but not limited to termination of this Agreement, as hereinafter provided. Pending the hearing, the Police Chief has the right to suspend the Towing Company's operations under this Agreement, if he deems it necessary to protect health, safety and welfare; and the Towing Company shall have no recourse against the City for the suspension. Any lesser remedial action than termination shall not waive the City's right to further remedial action.
- b. In addition to terminating this Agreement, the City may recover from the surety bond all actual administrative costs as provided by Section 22 of this Agreement.
- c. The City may, if it so elects, pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations.
- d. No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

25. Misleading, Dishonest, and Illegal Practices

- a. The Towing Company warrants that it shall not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Agreement, and shall charge owners of vehicles only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation.
- b. If a satisfactory written explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations shall not occur in the future, within the twenty-four (24) hour period, the violation shall constitute a breach of this agreement that may be reported to the City Manager for termination of this Agreement or other appropriate action as provided by Section 24 herein.
- c. The Towing Company shall remedy any overcharge or unauthorized billing immediately by reimbursing the overage or unauthorized amount to the patron billed. In addition to the reimbursement of any overages to the patron, during any twelve (12) month period, any overcharge or unauthorized billing shall result in a progressive liquidated damages charge (for the City's estimated costs as a result of billing issues) and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Suspension and up to termination

26. Public Records Compliance

- a. Towing Company shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:
 - (1) Keep and maintain public records required by the City to perform the service.
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the

Agreement if the Towing Company does not transfer the records to the City.

- (4) Upon completion of the Agreement, Towing Company shall transfer to the City, at no cost, all public records in possession of the Towing Company and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- b. If Towing Company does not comply with a public records request, the City shall deem the non-compliance a breach of this Agreement, and the Towing Company may be subject to penalties under Section 119.10, Florida Statutes.

TOWING COMPANY QUESTIONS RELATING TO TOWING COMPANY'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT SHALL BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

27. Legislative Acknowledgement

The City and Towing Company acknowledge the recent creation and adoption of s. 166.04465 of the Florida Statutes. Both parties acknowledge that each monthly payment made to the City by the Towing Company under this Agreement are neither a rate nor fee imposed by ordinance upon the Towing Company. Rather the Towing Company has voluntarily sought to earn the right to perform the services contemplated by this Agreement on behalf of the City through a competitive procurement process. Both parties acknowledge and expressly agree that the monthly payments provided for herein are permissible under state law and in no way violate s. 166.04465, F.S.

28. Miscellaneous

- a. The descriptive headings appearing in this Agreement and by law are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b. The bid documents and specifications are made a part of this Agreement by reference, as if fully set forth herein. In the event of a conflict between the bid documents and specifications, and this Agreement, the terms of this Agreement shall control.

- c. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed, as in any way creating or establishing the relationship of a partnership or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d. The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e. In the event of any claim, action, litigation, or proceeding in court under this Agreement or in the event of any settlement of a dispute under this Agreement prior to a proceeding filed in court the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

[REMAINDER OF PAGE LEFT BLANK]

Witnesses:

CITY OF PORT ORANGE

Print _____

By: _____
Donald O. Burnette, Mayor

Print _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, in person, this ____ day of _____, 20__, by Donald O. Burnette, 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:

Print _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Print _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, in person, 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:

WITNESSES:

TOWING COMPANY

Print _____

By: _____
Name: _____
Title: _____

Print _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, in person, this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who is personally known to me.

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

EXHIBIT A**MAXIMUM NONCONSENSUAL AND TRESPASS TOW RATES**

A. Maximum rates to be charged for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange shall be:

1. Towing vehicles, Class A (GVWR at 9,999lbs or less or a vehicle carrying a vessel 15 feet or less in length), shall be: \$125.00
2. Towing vehicles, Class B (GVWR at 10,000lbs or more but less than 19,500lbs or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length): \$250.00
3. Towing vehicles, Class C (GVWR at 19,500 or more pounds, but less than 25,000lbs or vehicle carrying a vessel more than 22 feet in length): \$375.00
4. Towing vehicles, Class D, greater than 25,000lbs GVWR: \$500.00
5. Innocent Owner Fee (See Sec. 2(h) of the Wrecker Service Agreement) \$75.00
6. If a tarp is required, a flat fee of: \$15.00
7. If self-adhesive film is required to dry-in the vehicle, a flat fee of: \$37.50
8. Additional flat fee per fifteen (15) minute block of extra labor for complicated situations beyond the initial 30 minutes at the scene for nonconsensual tows (i.e., water recovery, extraction of vehicle from pole, tree or house, righting overturned vehicle or clearing away a large amount of debris at an accident scene) shall be permitted as follows:
 - a) Class A \$25.00
 - b) Class B \$50.00
 - c) Class C \$75.00
 - d) Class D \$100.00
9. Services charges
 - a) Wrecker on-scene and owner arrives \$25.00
 - b) Wrecker not on scene and owner arrives No charge
10. Storage Rates per day:
 - a) Any vehicle at compound under twelve (12) hours No charge
 - b) Class A:
 - Outside Storage \$20.00
 - Inside Storage \$25.00
 - c) Class B
 - Outside Storage \$25.00
 - Inside Storage \$30.00
 - d) Class C
 - Outside Storage \$55.00
 - Inside Storage \$60.00

e) Class D

- Outside Storage \$55.00
- Inside Storage \$60.00

11. An additional daily storage fee, as set forth in item 10 above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.

12. After business hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) vehicle release fee: \$35.00

B. After 48 hours of storage, an administrative fee for lien processing may be imposed for the actual costs of notification(s) so long as the wrecker service has actually complied with the requirements of F.S. 713.78 including execution and mailing of the lien notice or \$65.00, whichever is less.

C. No additional charges or fees of any kind, other than those specified and authorized in this schedule's Sections A and B, are allowed for services governed by this Resolution, when towed from a point in the City. By way of illustration, no additional charges or fees may be assessed for:

- a) Mileage
- b) Special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes
- c) Time spent at the scene of the tow, other than those specified in this schedule
- d) Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
- e) Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle
- f) Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area
- g) Fuel surcharge fees
- h) Storage for the first twelve hours

EXHIBIT "B"

15B-9.005 Wrecker Classification and Required Equipment.

(1) Each tow truck owned or maintained by a wrecker operator shall be commercially manufactured and shall conform to the requirements of this rule. The requirements for commercial manufacture of trucks and equipment are waived for those operators who have been on the division's rotation list for one year prior to January 22, 1986. The wrecker and equipment shall be operable.

(2) The tow truck and equipment shall be inspected by the division's local troop commander or his designee and approved by the troop commander before being placed on the rotation list. Thereafter, trucks and equipment shall be subject to periodic checks as necessary to ensure compliance with these rules.

(3) Sirens on wreckers are prohibited.

(4) The wrecker operator shall not represent or imply on any vehicle, building or correspondence an official relationship between the wrecker operator and the division or any other police agency.

(5) It is prohibited for a tow truck or the business establishment maintained by the wrecker operator to have any equipment capable of monitoring messages or signals or frequencies assigned to the division.

(6) All trucks operated pursuant to this rule shall be equipped with a business-type communication radio or mobile telephone or cellular telephone. There shall be one radio or phone for each truck. Such equipment shall be licensed and approved by the Federal Communications Commission. The mobile radio or telephone shall enable the wrecker operator to communicate with his area of operations from any point within the assigned zone. A citizens band radio does not meet the requirements of this section. The troop commander may waive this requirement for all wrecker operators within a zone upon a showing that due to the limited number of operators in a zone that the installation of such communication devices is unnecessary or cost prohibitive or that the service is not readily available.

(7) Specifications and required equipment shall be as follows:

(a) ALL wreckers (All Classifications) shall include the following:

1. A cradle, tow plate or tow sling to pick up vehicles. The cradle, tow plate or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage the vehicle to be towed.

2. Dual rear wheels.

3. Clearance and marker lights and all other equipment as required by Chapter 316, F.S.

4. A rotor beam or strobe-type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides.

5. The name, address and telephone number of the wrecker operator for the zone in which the operator is qualified must be painted or permanently affixed in a conspicuous place on both sides of the trucks as required by Section 713.78(6), F.S. A unit number shall be painted on both sides of the cab of each wrecker. The same unit number on two or more wreckers qualified to tow within a zone is prohibited. Multiple addresses and telephone numbers are prohibited.

a. The name must be in letters at least three (3) inches in height.

b. The zone address and telephone number must be at least one (1) inch in height.

c. The unit number must be at least three (3) inches in height and in contrasting color.

d. Magnetic or removal signs or placards will not meet these requirements.

6. At least one heavy duty push broom with a minimum width of twenty-four (24) inches.

7. One square shovel.

8. One ax.

9. One crowbar or prybar with a minimum length of thirty (30) inches.

10. Minimum of one (1) five pound CO₂ or dry chemical fire extinguisher or equivalent. Must be approved type and have a current inspection tag attached.

11. One pair of bolt cutters with a minimum opening of 1/2 inch.

12. One set of jumper cables.

13. One four-way lug wrench.

14. One flashlight.

15. Five thirty minute fuses.

16. One snatch block for each winch with manufacturer's rating to match winch.

17. Extra towing chain six to eight feet in length with hooks.

18. At least three (3) safety cones or triangle reflectors.

19. Fifty pounds of sand or equivalent.

(b) Class "A" Wreckers – For the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less. Specifications and equipment in addition to requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight. A complete, commercially manufactured boom and winch(es) having a manufacturer's combined rating of at least 4 tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.

2. A minimum of one hundred feet of 3/8-inch cable.

3. Dollies.

4. Flood lights on the hoist.

5. Vehicles which are equipped with wheel lifts or the equivalent may also qualify as Class A tow trucks so long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 lbs. lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only.

6. Operators who wish to remove cars and light trucks may have, in addition, a roll-back or slide-back carrier truck/trailer with specifications and equipment as provided in subsection (c) of this rule.

7. HSMV Form 60308 shall be used by the Division for the inspection of Class "A" wreckers.

(c) Class "A" Roll-Back or Slide-Back Wreckers – For the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less. Specifications and equipment for roll-back or slide-back carriers in addition to the requirements outlined in subparagraphs 15B-9.005(7)(a)2.-20., F.A.C., shall include the following:

1. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight with a minimum of a sixteen (16) foot bed, dual rear wheels and a winch with at least 8,000 pound capacity.

2. A minimum of 50 feet of 3/8-inch cable.

3. A minimum of two safety tie-down chains of at least ten (10) feet each in length.

4. Two spot (flood) lights mounted on the rear of the carrier.

5. A roll-back or slide-back carrier trailer shall meet the following requirements:

a. A commercially manufactured carrier trailer with a rated capacity of at least 8,000 pounds gross vehicle weight with a minimum sixteen (16) foot bed. A winch with at least 8,000 pound capacity.

b. A minimum of 50 feet of 3/8 inch cable.

c. Brakes and trailer lights which meet the minimum statutory requirements of Florida law.

d. Safety chains.

e. Must be towed by and used in conjunction with an approved wrecker that meets or exceeds the class of the vehicle to be towed.

6. HSMV Form 60305 shall be used by the Division for the inspection of roll-back and slide-back carriers.

(d) Class "B" Wreckers – For removal of medium duty trucks or vehicles weighing 20,000 pounds gross vehicle weight or less. Specifications and equipment in addition to the requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 20,000 pounds gross vehicle weight. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least ten (10) ton capacity mounted on the chassis. Class B wreckers that were previously approved at 15,000 pounds gross vehicle weight may continue in use within this class, even if sold to another approved rotation operator.

2. A minimum of one hundred feet of at least 1/2-inch cable on each drum.

3. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.

4. Flood lights on the hoist.

5. HSMV Form 60307 shall be used by the Division for the inspection of Class "B" wreckers.

(e) Class "C" Wreckers – For the removal of heavy duty trucks, house trailers, buses, etc., weighing over 20,000 pounds gross vehicle weight. Specifications and equipment in addition to the requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight and 50,000 pounds gross vehicle weight for tandem axle trucks. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 25 ton capacity mounted on the chassis.

2. A minimum of two hundred feet of at least 5/8-inch cable on each drum.
3. Air brakes so constructed as to lock the rear wheels automatically upon failure.
4. External air hookup and hoses, to supply air to disabled vehicles.
5. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.
6. Flood lights on the hoist.
7. HSMV Form 60306 shall be used by the Division for the inspection of Class "C" wreckers.

Rulemaking Authority 321.051 FS. Law Implemented 321.051, 321.05(1) FS. History—New 1-22-86, Formerly 15B-9.05, Amended 10-15-92, 10-2-95.

SECTION 7 – PROPOSAL SUBMITTAL AND REQUIREMENTS		Arrow Service and Towing				Fryer's Towing Service				Universal Towing Inc.			
			Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine
		Total Average				Total Average				Total Average			
		84.33	87.00	91.00	75.00	70.00	78.00	70.00	62.00	59.00	58.00	53.00	66.00
A	TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY: (20 Evaluation Points)		19	20	12		17	16	13		15	16	17
B	TAB B – MANAGEMENT PLAN: (10 Evaluation Points)		10	10	10		9	8	6		6	6	7
C	TAB C – CONTRACT, LITIGATION and DEBARMENT HISTORY: (20 Evaluation Points)		20	20	20		14	18	5		13	11	14
D	TAB D – BILLING PRACTICES: (40 Evaluation Points)		28	31	24		29	25	33		21	20	20
E	TAB E – REFERENCES: (10 Evaluation Points)		10	10	9		9	3	5		3	0	8

SECTION 8 – EVALUATION OF PROPOSALS	Arrow Service and Towing	Fryer's Towing Service	Universal Towing Inc.	
<i>A. COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY:</i> (Maximum - 20 points)	Total Average	Total Average	Total Average	
	17.00	15.33	16.00	
<i>B. MANAGEMENT PLAN:</i> (Maximum - 10 points)	Total Average	Total Average	Total Average	
	10.00	7.67	6.33	
<i>C. CONTRACT, LITIGATION and DEBARMENT HISTORY:</i> (Maximum - 20 points)	Total Average	Total Average	Total Average	
	20.00	12.33	12.67	
<i>D. BILLING PRACTICES:</i> (Maximum - 40 points)	Total Average	Total Average	Total Average	
	27.67	29.00	20.33	
<i>E. REFERENCES:</i> (Maximum - 10 points)	Total Average	Total Average	Total Average	
	9.67	5.67	3.67	
Total of A-E	84.33	70.00	59.00	
	YES	YES	YES	Form 9.1 – Submittal Checklist
	YES	YES	YES	Form 9.2 – Proposer’s Acknowledgement
	YES	YES	YES	Form 9.3 – Addendum and Change Order Procedure
	YES	YES	YES	Form 9.4 – Drug Free Preference Statement
	YES	YES	YES	Form 9.5 – Public Entity Crimes Statement
	YES	YES	YES	Form 9.6 – Affidavit of Anti-Collusion
	YES	YES	YES	Form 9.7 – Statement of Vendor's Qualifications
	YES	YES	YES	Form 9.8 – Professional References for Previous Experience
	YES	YES	YES	Form 9.9 – Local Business Affidavit of Eligibility
	YES	YES	YES	Form 9.10 - Listing of Subcontractors
	YES	YES	YES	Form 9.11 - Corporate as to Corporate Principal
	YES	YES	YES	Bid Bond
	YES	YES	YES	Copy of License (Contractor, Sunbiz, Etc.)
	YES	YES	YES	Submission of Original and One Identical Digital Copy

A. COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY (Maximum - 20 points)		Arrow Service and Towing				Fryer's Towing Service				Universal Towing Inc.			
			Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine
		Total Average				Total Average				Total Average			
		17.00	19.00	20.00	12.00	15.33	17.00	16.00	13.00	16.00	15.00	16.00	17.00
1	COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY - 20 Points		19	20	12		17	16	13		15	16	17

B. MANAGEMENT PLAN (Maximum - 10 points)		Arrow Service and Towing				Fryer's Towing Service				Universal Towing Inc.			
			Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine
		Total Average				Total Average				Total Average			
		10.00	10.00	10.00	10.00	7.67	9.00	8.00	6.00	6.33	6.00	6.00	7.00
1	MANAGEMENT PLAN - 10 Points		10	10	10		9	8	6		6	6	7

C. CONTRACT, LITIGATION and DEBARMENT HISTORY (Maximum - 20 points)		Arrow Service and Towing				Fryer's Towing Service				Universal Towing Inc.			
			Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine
		Total Average				Total Average				Total Average			
		20.00	20.00	20.00	20.00	12.33	14.00	18.00	5.00	12.67	13.00	11.00	14.00
1	CONTRACT, LITIGATION and DEBARMENT HISTORY - 20 Points		20	20	20		14	18	5		13	11	14

D. BILLING PRACTICES (Maximum - 40 points)		Arrow Service and Towing				Fryer's Towing Service				Universal Towing Inc.			
			Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine
		Total Average				Total Average				Total Average			
		27.67	28.00	31.00	24.00	29.00	29.00	25.00	33.00	20.33	21.00	20.00	20.00
1	BILLING PRACTICES - 40 Points		28	31	24		29	25	33		21	20	20

E. REFERENCES (Maximum - 10 points)		Arrow Service and Towing				Fryer's Towing Service				Universal Towing Inc.			
			Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine		Cpt. Eric Fisher	Lt. Tom Aiken	Terry Bodine
		Total Average				Total Average				Total Average			
		9.67	10.00	10.00	9.00	5.67	9.00	3.00	5.00	3.67	3.00	0.00	8.00
1	REFERENCES - 10 Points		10	10	9		9	3	5		3	0	8

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSAL

RFP #21-02

WRECKER SERVICES



City of Port Orange Purchasing Division

Prepared by Michael Hall, Buyer

Release Date: January 11, 2021

**Proposal Due Date and Time:
February 8, 2021 at 2:30 P.M.**

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

RFP 21-02 WRECKER SERVICES

Notice is hereby given that the City of Port Orange is soliciting proposals for RFP 21-02 Wrecker 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 February 8, 2020**, which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Proposer unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Proposer responsive or non-responsive. **Proposals will be opened, and Proposers Names will be read aloud at 2:30 P.M. in the Council Chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida, 32129.**

There will be a Non-Mandatory Pre-Proposal Conference for the project at 10:00 A.M. (local time) on January 18, 2021 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly. **Proposers are encouraged to attend the Non-Mandatory Pre-Proposal Conference and are urged to obtain RFP documents and familiarize themselves with the documents prior to the Pre-Proposal Conference.**

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposal shall be submitted with each submission.

DESCRIPTION: *The City of Port Orange is soliciting sealed Proposals to acquire the services and establish an agreement for Wrecker Towing Services.*

Proposers must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein. Proposers must be properly registered and licensed to provide the services identified in the scope of work, by all applicable state and local agencies.

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, 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 the City of Port Orange website at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com. All questions shall be directed **in writing** to the Buyer, Michael Hall, mhall@port-orange.org or purchdiv@port-orange.org and reference **"Questions on RFP 21-02 Wrecker Services"** in the subject line. Last day for questions will be **January 25, 2021 at 5:00 P.M.**

All Proposers 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.

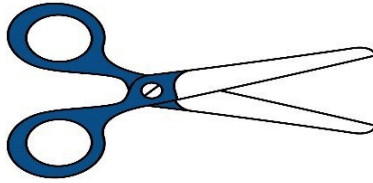
NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

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 the Purchasing Division, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida, 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP 21-02 Wrecker Services"**.

Michael Hall, Buyer
Legal Ad - One Time – **January 11, 2021**

[Remainder of this page left intentionally blank]



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 21-02
PROPOSAL TITLE:	Wrecker Services
DUE DATE/TIME:	February 8, 2021 at 2:30 P.M.
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Michael Hall Buyer 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 Certified Firms or Companies (Proposers) to acquire the services and establish an agreement for Wrecker Towing Services.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposal promotes competitive selection. It shall be the Proposer'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 PROPOSERS

Firms or companies (Proposer) 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:.....January 11, 2021
Non-Mandatory Pre-Proposal Conference:.....January 18, 2021 at 10:00 A.M.
Deadline for Questions:.....January 25, 2021 by 5:00 P.M.
Final Addendum Posting:.....February 1, 2021 by 5:00 P.M.
Proposals Due:.....February 8, 2021 by 2:30P.M.
Evaluation Period:.....February 9 – February 16, 2021
Evaluation Committee Meeting:.....To Be Determined
City Council Meeting for Approval of Recommendation of Award:.....To Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Michael Hall, Buyer
1000 City Center Circle
Port Orange, FL, 32129

Sealed Proposals must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed, and Proposers **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 Proposer
- d) Address of Proposer

Due to the timing of mail service, the City cautions Proposers 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.

Offers by telephone, email or telegram shall not be accepted. Also, Proposers 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 Proposers shall be read aloud. All conferences and meetings 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.

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

There will be a Non-Mandatory Pre-Proposal Conference for the project at 10:00 A.M. (local time) on January 18, 2021 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

Proposers are encouraged to attend the Non-Mandatory Pre-Proposal Conference and are urged to obtain RFP documents and familiarize themselves with the documents prior to the Pre-Proposal Conference. All prospective Proposers are strongly encouraged to attend because the Pre-Proposal Conference will offer potential Proposers the opportunity to ask questions and discuss the project directly with staff.

QUESTIONS REGARDING THIS RFP:

All questions shall reference **"Questions on RFP #21-02 WRECKER 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:

Michael Hall
Buyer
1000 City Center Circle
Port Orange, FL, 32129
mhall@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. Proposers 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 Proposer's responsibility to be sure all correct number of addenda was received. The Proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Proposer 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 City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

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

CLARIFICATIONS:

It is the Proposer'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. Proposers 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:

Proposers must be commercial entity licensed to do business in the State of Florida or appropriate qualified commercial entity licensed in the area specified in the scope of work and to perform the services identified herein.

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

Proposers 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 Proposer to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Proposers 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 Proposers 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 Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

EXCEPTIONS TO SPECIFICATIONS:

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

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, & will not be returned to the Proposers. 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. Proposers 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 Proposer 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 Division for the premature opening of a proposal not properly addressed and identified.

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 PROPOSER(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 antitrust law based on the submission of proposals, or the awarding of contracts.
- (e) Evidence that the proposer has attempted to give a City of Port Orange employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City of Port Orange 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 Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Proposer 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.

SECTION 3 – SCOPE OF WORK AND REQUIREMENTS

WRECKER/TOWING SERVICES TECHNICAL REQUIREMENTS

SCOPE OF SERVICES:

Introduction:

It is the intent of the City to enter into a contract for wrecker and towing services. The Towing Company, when authorized by a representative of the City shall provide towing and/or storage services of any motor vehicle, trailer, motorcycle, or motor scooter from public or private property lying within the city of Port Orange. All services, including additional services provided herein shall be rendered at no cost to the City.

See **WRECKER SERVICE AGREEMENT** for detail Scope of Services.

[Remainder of this page left intentionally blank]

WRECKER SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20__, by and between the City of Port Orange, Florida, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City," and _____, a _____ corporation, located at _____, _____, Florida _____, hereinafter referred to as "Towing Company," in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below:

W I T N E S S E T H

1. Definitions. The following words and terms, as used in this Agreement, shall have the meaning respectively ascribed:

Immobilization shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.

Nonconsensual towing shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as hereinbelow defined.

Property owner shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.

Tow shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.

Trespass towing shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.

Wrecker shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car

carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

2. The Towing Company shall provide the following services including those outlined in the Request for Proposal 21-02, Addenda (if any), and Contractor's Proposal, all of which are incorporated and made a part hereof by reference:

- a. When so authorized by a representative of the City, the Towing Company shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within the City of Port Orange.
- b. When authorized by a representative of the City, the Towing Company shall provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of Chapter 70 or other applicable provisions of the Code of the City of Port Orange covering the removal and/or impounding of illegally parked or disabled vehicles, applicable State Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company, and provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the City, as designated by the owner of the vehicle (which may be a place of business other than the place of business of the Towing Company).
- c. When authorized by a representative of the City, the Towing Company shall tow, service, and/or provide temporary storage for the following vehicles at no charge to the City: (1) Police Department or Fire Department vehicles, owned or leased; (2) vehicles seized under the Florida Contraband Forfeiture Act, Chapter 932, Florida Statutes; and (3) Vehicles initially towed to the police department or city owned impound yard that are held for evidence to include TH1 vehicles.

All other City owned or leased disabled vehicles shall be towed and/or serviced at no charge excluding refuse collection vehicles and vehicles leased by the City where the Lessor is responsible for the towing/servicing.

Any disabled City owned or leased vehicle that shall be towed shall be removed from its point of disability (within a fifty (50) mile radius of the City limits to any point within the City) as may be directed by the City. In addition, the Towing Company shall change the flat tire(s) of any City Class "A" vehicles within Volusia County at no charge to the City.

- d. The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company.
- e. The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel shall be subject to call at any and all times. The Towing Company further guarantees that, for all emergency response calls, it shall be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company, its representative, or answering service receives a call requesting that a wrecker be dispatched. The time shall not exceed twenty (20) minutes even during special times (bike week, speed week, spring break, etc.) Wrecker vehicles shall not be parked at private residences within the municipal boundaries of the City of Port Orange. A call for emergency response shall include existing or potential conditions at a scene requiring that vehicles be removed and or roadways cleared as soon as possible in the judgment of the requesting police officer.
- f. The Towing Company shall answer expeditiously all calls from the Port Orange Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all debris and obstructions caused by accidents even if actual towing is not required (clean-ups only).
- g. Upon request, the Towing Company shall provide the Port Orange Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the police.
- h. An "Innocent Owner's" vehicle may be towed and stored as a result of a crime. The Chief of Police or his designee shall identify these vehicles to the Towing Company. An "Innocent Owner" is an owner or other person authorized to possess the vehicle who is not the perpetrator of a crime or civil infraction. "Innocent Owner" vehicles include, but are not limited to, the following:
 - 1) Recovered stolen vehicles;
 - 2) Vehicles that are seized for forensic testing (i.e., sexual batteries, abductions, homicides, etc.) when the owner/operator was not the perpetrator;

- 3) Vehicles damaged by stop-sticks when the owner/operator of the vehicle was not the intended target;
- 4) Vehicles damaged in crashes caused by or resulting from the pursuit of a criminal or a criminal flight from apprehension where the owner/operator was not involved.

NOTE: "Innocent Owners" shall not include those persons whose vehicles are determined by the Chief of Police or his designee to have been stolen by an immediate family member, where it is reasonably believed that the vehicle was exchanged by the owner/operator for illegal controlled substances, or where the vehicle is used in the commission of a crime, and the suspect is operating the vehicle with the implied or actual consent of the owner.

- i. If a victim meets the definition of an "Innocent Owner" and has no insurance or has a deductible of seventy-five (\$75.00) dollars or more, the Towing Company shall charge the "Innocent Owner" a fee not to exceed seventy-five (\$75.00) dollars. The Towing Company can charge additional costs to the "Innocent Owner's" insurance carrier or to some other insurance company who is liable for those costs, but in no event will the "Innocent Owner" be responsible to pay more than seventy-five (\$75.00) dollars out-of-pocket for the cost of towing and the first seventy-two (72) hours of storage. The rate for subsequent storage shall be as stated in Section 5 (Rate Charged Owners and the City). The "per tow" fee shall not apply to "Innocent Owner" tows.
- j. All services rendered by the Towing Company under this Section 2 shall be at no expense to the City, unless specifically provided otherwise.

3. Payment to the City

In consideration of the Towing Company being called by the City for the term as provided in Section 4 below, the Towing Company shall pay monthly to the City, beginning _____, the sum of Five Thousand and 00/100 Dollars (\$5,000.00) per month, so long as this Agreement is in effect.

4. Term

- a. The term of this Agreement shall begin _____, and end on _____, unless extended.
- b. Extension - The City shall have the option of extending this Agreement for three (3) consecutive twelve-month periods: (1) The first extension period beginning on _____, and ending on _____; (2) The

second extension period beginning on _____, and ending on _____; and the third extension period beginning on _____, and ending on _____.

- c. It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call with one of its own wreckers, it is still responsible for providing a wrecker during the term of this Agreement. It may utilize a wrecker from any other wrecker company licensed in the City, the County, or any other municipality located in Volusia County. In such cases, the substitute wrecker shall comply with the terms agreed upon herein.

5. Rate Charged Owners and the City

- a. The Towing Company shall not charge for towing or storage of any vehicle that is the subject of a non-consensual tow or trespass tow originating within the City of Port Orange in excess of the maximum rates as established by Resolution of the City Council of the City of Port Orange, No.19-15 (a copy of the Resolution is attached as Exhibit "A"). The maximum rates set forth herein are subject to amendment at any time by Resolution of City Council.
- b. All limitations contained herein on the rate or fee that may be charged by the Towing Company for services contemplated by this Agreement shall be inclusive of any applicable taxes including but limited to sales tax. By way of example, if the towing charge for a "Class A" vehicle is limited to a maximum of \$125.00, then the service charge invoiced by the Towing Company shall not exceed \$125.00 inclusive of tax. Assuming that the sales tax rate is 6.5% of the sale price, the maximum the Towing Company would be able to charge in this example would be \$117.37 for the service and an additional \$7.63 for the sales tax totaling \$125.00. This limitation in no way relieves the Towing Company from collecting and remitting all applicable taxes to the appropriate taxing authorities.
- c. The City shall not be responsible for any fees or charges resulting from nonpayment by the owner of the vehicle being towed.
- d. Charging rates in excess of the legal maximum rate, shall be considered a breach of this Agreement and shall be grounds for termination as provided in Section 24.
- e. The rates for towing/servicing of City owned/leased vehicles shall be as outlined previously herein at Section 2.c. The City shall not be charged for any services rendered to it under this Agreement except as specifically provided under this Agreement.

- f. Towing Company agrees to tow abandoned or junked vehicles at no charge to the City, and City shall surrender all salvage rights to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- g. The services specified in Section 2 of this Agreement shall be provided at no cost to the owner of the towed vehicle whenever the City determines that the vehicle was towed in error at the request of the City. The City, in such a case, shall notify the Towing Company of the error as soon as practicable and shall not be responsible for payment of towing charges or storage costs.
- h. One day of storage shall equal twenty-four (24) hours at the storage facility except that the first twelve (12) hours of storage shall be provided free of charge to the customer. On the first day of storage only, a vehicle that is stored at the storage facility between twelve (12) hours and twenty-four (24) hours shall be charged for one (1) day of storage. Thereafter, the customer may be billed for an additional day of storage for each twenty-four (24) hour period the vehicle remains in storage at the storage facility beyond the first twenty-four (24) hours of storage. By way of example, a vehicle that is at the storage facility for forty-seven (47) hours shall be charged for one (1) day of storage, while a vehicle that is at the storage facility for forty-nine (49) hours shall be charged for two (2) days of storage.

6. Salvage Rights

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined herein at Section 5.e, excluding those vehicles seized and held for possible forfeiture by the City.

7. Storage Facilities and Office

- a. The Towing Company shall maintain an office and a storage garage and/or outside storage facility complying with applicable building, zoning and land use regulations. Such storage facility shall:
 - (1) Contain a minimum of one hundred (100) spaces in an area which is completely secured and fenced at all times.
 - (2) Have available a minimum of two (2) spaces inside a building affixed to a permanent foundation for storing vehicles which require police processing. Moveable storage facilities are not acceptable. These spaces shall be maintained to provide protection from the weather and

security to preserve the evidence and legal chain of custody for vehicles which require police processing. These spaces shall consist of sufficient space and access for police processing of a vehicle stored therein.

- (3) Be located within a **seven (7) mile radius** from the City of Port Orange limits, on the same premises as the office.
- b. The Towing Company shall own or lease the property where the office and storage facility are located. In the event that the property is leased, the term of said lease shall be not less than the term of this Agreement or any extension thereof as set forth in Section 4. The Towing Company shall provide a copy of the current lease or deed for prequalification and upon request by the City and upon any extension of the Agreement by the City. The Towing Company shall furnish copies of subsequently effective leases and deeds to the City and shall notify the City within three (3) business days upon receiving notice of cancellation, termination, or non-renewal of any lease or any change in ownership. The City reserves the right to terminate this Agreement in the event of expiration, cancellation, termination, or non-renewal of any lease for the property or any change in ownership.
- c. The Towing Company shall have an employee on duty at said storage facility from 8:00 A.M. to 6:00 P.M. Monday through Friday, excluding legal holidays and shall have an employee available on-call for Police Department access to said facility after-hours and on holidays. An employee of the Towing Company shall be on call twenty-four (24) hours a day and able to respond to any call with arrival at the requested location within twenty (20) minutes.
- d. Storage facilities shall be in compliance with all state, local and federal regulations. The facility shall be free from trash, rodents, insects and any other cause for contamination of vehicles. The facility shall have comprehensive security to protect property and public that enters the premises. Failure to maintain a clean, safe and secure facility, in the sole discretion of the Chief of Police, shall subject this Agreement to termination as provided herein at Section 24.
- e. Storage facilities shall be subject to inspection upon 24 hours notice by the City and shall be required to obtain approval from the City prior to the award of Agreement or any extensions thereto. Storage facilities shall be subject to periodic inspections at any time by the Police Chief or his designee during the term of this Agreement when deemed necessary by the City to ensure compliance with this Agreement.

- f. Vehicles that have been marked "HOLD" for investigative or forfeiture purposes by the Police Department shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Police Department shall be permitted access to such vehicles at any time. Vehicles marked "HOLD" shall be secured and stored in locked enclosed areas with no access by any person except as authorized by the Police Department. The Towing Company shall maintain comprehensive security to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD", storage fees may begin to accrue against the owner of the vehicle.

8. Wrecker Equipment and Wrecker Company Personnel

- a. The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services specified in this Agreement. The wreckers shall include: three (3) Class "A" wreckers, one (1) of which shall have four-wheel drive; and one (1) Class "C" wrecker. The wreckers of the Towing Company shall meet the equipment requirements and specifications set forth in Rule 15B-9.005, Fla. Adm. Code, as the same now exists and as may be amended from time to time. A copy of said Rule, as it currently exists, is attached hereto as Exhibit "B", and incorporated by reference herein.
- b. No owner, partner, employee, or agent of the Towing Company shall have been:
 - (1) Convicted of any felony within the last ten (10) years.
 - (2) For the purposes of this section, a conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; or a judge's finding or a jury verdict of guilty when adjudication is withheld and the accused is placed on probation, within the last ten (10) years.
- c. The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense, within the last ten (10) years.
- d. Prior to any extension of this Agreement and within five business (5) days of hiring any new employees, the Towing Company shall provide written notice to the Police Department of the names, addresses and drivers license

numbers of all new employees, owners, partners or agents of the Towing Company.

9. Telephone Communications

The Towing Company shall provide cellular telephone communication system between the office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming police calls.

DIRECT LINE _____

ON-CALL Phone _____

10. Non-Exclusiveness of Service

The Towing Company agrees that the owner or person in possession of any vehicle that has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

11. Benefits from Repairs

The Towing Company shall not benefit directly or indirectly without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any Agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner, or between the Towing Company and a repair facility, shall state the repairs/painting to be done as well as the price and terms of payment therefor.

12. Liability of Towing Company

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the police officer in charge.

13. Personal Property in Vehicles

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property shall be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession, as provided by law. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the Towing Company shall obtain a receipt for the property from the owner or person entitled to possession thereof. The Towing Company shall provide reasonable access to the owner or person entitled to legal possession of the vehicle to retrieve all personal property from the vehicle. Said access shall include towing the vehicle to a location in the storage yard or near the gate of the storage yard where the vehicle may be accessed. The Towing Company shall not charge the owner or person entitled to legal possession of the personal property for accessing the vehicle in which the personal property is located or any other service that may be incidental to allowing the individual to retrieve the personal property from the vehicle.

14. Release of the Vehicle

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. Any vehicle that has been marked "HOLD" by the Port Orange Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall obtain a receipt for the vehicle. The Towing Company shall deliver to the **Port Orange Police Department, 4545 Clyde Morris Boulevard, Port Orange, FL 32129** by 9:00 a.m. daily a report of all vehicles released the previous day. The Towing Company shall be required to make the vehicle available for release by either allowing the owner or person entitled to possession to enter the storage lot to retrieve the vehicle or towing the vehicle from its current location to the front gate of the storage lot where the owner or person entitled to possession may take possession of the vehicle. The Towing Company shall not charge the vehicle owner or person entitled to possession for retrieving the subject vehicle from the lot or "setting out" the vehicle at the gate of the storage lot or for any other service that may be incidental to releasing said vehicle to the owner or person entitled to possession. This does not prohibit the Towing Company from negotiating a consensual tow to a property other than the Towing Company's storage lot at the request of the owner or person entitled to possession. However, if the owner or person entitled to possession would prefer to have a different towing

company provide said service, the Towing Company shall not charge any fee related to releasing the vehicle to another towing company.

15. Posting Charges

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed the legal maximum rate established for the City of Port Orange.

16. Itemized Statements

- a. Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering evidence of title and right to possession with an itemized statement of all charges related to the towing and storage of such vehicle. Such statement shall be provided free of charge.
- b. An itemized statement shall include, at a minimum a detailed description of the work performed and/or services provided by the Towing Company, the time the vehicle arrived in storage, the time the vehicle left storage, and the applicable amount charged to the patron in accordance with Resolution No. 19-15. Any services provided by the Towing Company to the patron upon the patron's request shall be identified as such on the itemized statement by using the term "customer request" followed by a description of the work performed at the request of the customer. However, the customer shall not be charged for any services for which a charge has been forbidden by this Agreement even if requested by the customer.
- c. The City shall periodically audit Towing Company billing to ensure compliance with this Agreement. During any twelve (12) month period, failure by the Towing Company to provide itemized billing statements in accordance with this section shall result in a progressive liquidated damages charge (for the City's estimated costs as a result of billing issues) and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Suspension and up to termination

17. Indemnification

The Towing Company shall indemnify and hold harmless the City of Port Orange and its agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees incurred prior to the filing of a suit and throughout any court proceeding, arising out of or resulting from the work or services or the performance of operations under this Agreement, provided that the claim, damage, loss and expense is caused in whole or in part by any willful or negligent act or omission of the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

18. Insurance

a. Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance:

(1) Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees and subcontractors of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability insurance with limits of not less than \$500,000 per occurrence or the statutory requirements whichever is greater. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

(2) Garage-keeper's policy. A garage-keeper's legal liability and direct primary policy covering fire, theft, vandalism, and other insurable perils in the minimum amount of \$75,000.00, and a per-vehicle deductible not exceeding \$1,000.00.

(3) On Hook/Cargo liability policy with a minimum limit of \$75,000.00 and a deductible not exceeding \$1,000.00 per towing vehicle.

(4) Automobile liability policy, covering the operation of wrecker's business, equipment, and vehicles with a combined single limit for bodily injury and property damage of no less than \$1,000,000.00.

(5) General liability policy. A general liability policy, covering the operation of

wrecker's business, equipment and vehicles, with a combined single limit for bodily injury and property damage of no less than \$1,000,000.00.

- (6) The above insurance coverage shall name the City of Port Orange as additional insured, with the exception of Workers' Compensation Insurance.

b. Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City showing the City as an additional insured within ten (10) days of the City Council award of this Agreement. The Towing Company shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

Police Department
ATTN: Towing Contract Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Upon request by the City, the Towing Company shall furnish copies of the insurance contracts to support the certificates of insurance and the Towing Company shall be required to satisfy any revision by the City.

The Towing Company shall file replacement certificates at least seven (7) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the event such insurance shall lapse, the City expressly reserves the right to either declare a breach of this Agreement and terminate, or renew the insurance at the Towing Company's expense. The renewal of the insurance shall not waive the City's right to declare a breach of this Agreement.

The Towing Company agrees to comply with all applicable state and federal laws, rules and regulations. Nothing in this Section 18 shall be construed to reduce or limit any commercial insurance required for towing company operation by applicable state or federal laws, rules or regulations.

19. Records, Books and Payment

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this Agreement. All records shall be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company shall be submitted to the Office of the City Finance Director on the first day of each month for the duration of this Agreement. Copies of all Towing Company paid invoices for services provided each month as a result of this Agreement shall be submitted to the City on or before the 15th day following the end of the month in which such services were provided. Such invoices may be provided in the form of a computer printout, or in an electronic format approved by the Finance Director, and shall contain the information set forth in Subsection 19.a.(1) below.

- a. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:
 - (1) Call date and time, dispatch time, arrival time, hooked, dropped and cleared time, where the vehicle was towed from; the date and time towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date and time the vehicle was released or disposed of; and all correspondence and documents sent or received concerning said vehicle, as required by this Agreement.
 - (2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department every 24 hours, describing each vehicle by Make, Year, Model, VIN, and Tag Number to the **Volusia County Communications Center via fax at 386-254-1597**.
 - (3) The records shall be submitted utilizing the following procedures:
 - (a) The company shall provide and maintain telecommunications equipment or e-mail as approved by the Police Department, capable of transmitting documents between the Police Department and the Towing Company.

20. Right to Cancel Service Call

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City

or the vehicle operator/owner. When a wrecker is to be canceled, it shall be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped and its operator has exited the wrecker in preparation to perform the towing service.

21. Compliance with Laws and Rules

The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes, including Section 316.530, all applicable City ordinances, resolutions, and the equipment requirements and specifications set forth in Rule 15B-9.005, Fla. Adm. Code, as may be amended, unless otherwise provided by ordinance or this Agreement.

22. Surety Performance Bond

Within ten (10) days of city council award of this Agreement by the Port Orange City Council, the Towing Company shall post a surety performance bond or provide a letter of credit. The surety shall be an A-rated or better company. The performance bond or letter of credit shall be in the amount of \$50,000.00 (fifty thousand and 00/100 dollars) to be used by the City in the event:

- a. The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred in making adequate arrangements for towing services, including the City's actual administrative costs.
- b. The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24, for the purpose of defraying the cost of rebidding this Agreement.

23. Late Response

Liquidated damages for Late Response to emergency response calls. The Towing Company shall respond immediately to all emergency calls for service, and shall be at the location within twenty (20) minutes from the time the call is received.

The contractor assumes all liability in meeting the twenty (20) minutes response time including but not limited to any and all damages resulting from traffic accidents caused by the Towing Company's delay in response. During any twelve (12) month period, failure to meet the twenty (20) minute response time shall result in a progressive liquidated damages charge and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Automatic suspension and up to termination

The Towing Company shall not be assessed a liquidated damages charge for delay or failure in providing service when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any circumstances which, in the Police Chief's opinion, is beyond the control of the Towing Company. Act of government shall not include enforcement of Chapter 316, Florida Statutes.

24. Breach of Agreement and Termination

- a. It shall be the right of the Police Chief and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the Police Chief, there has been a breach of contract, the Police Chief shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If termination of the Agreement due to breach is recommended, the Police Chief may so notify the City Manager and a hearing shall be set for a date within fifteen (15) calendar days of such notice. At that time, the City Manager shall hear the Towing Company and the City representative(s), and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, including but not limited to termination of this Agreement, as hereinafter provided. Pending the hearing, the Police Chief has the right to suspend the Towing Company's operations under this Agreement, if he deems it necessary to protect health, safety and welfare; and the Towing Company shall have no recourse against the City for the suspension. Any lesser remedial action than termination shall not waive the City's right to further remedial action.
- b. In addition to terminating this Agreement, the City may recover from the surety bond all actual administrative costs as provided by Section 22 of this Agreement.
- c. The City may, if it so elects, pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations.
- d. No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

25. Misleading, Dishonest, and Illegal Practices

- a. The Towing Company warrants that it shall not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Agreement, and shall charge owners of vehicles only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation.
- b. If a satisfactory written explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations shall not occur in the future, within the twenty-four (24) hour period, the violation shall constitute a breach of this agreement that may be reported to the City Manager for termination of this Agreement or other appropriate action as provided by Section 24 herein.
- c. The Towing Company shall remedy any overcharge or unauthorized billing immediately by reimbursing the overage or unauthorized amount to the patron billed. In addition to the reimbursement of any overages to the patron, during any twelve (12) month period, any overcharge or unauthorized billing shall result in a progressive liquidated damages charge (for the City's estimated costs as a result of billing issues) and up to termination, as follows:

First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense	Suspension and up to termination

26. Public Records Compliance

- a. Towing Company shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:
 - (1) Keep and maintain public records required by the City to perform the service.
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the

Agreement if the Towing Company does not transfer the records to the City.

- (4) Upon completion of the Agreement, Towing Company shall transfer to the City, at no cost, all public records in possession of the Towing Company and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- b. If Towing Company does not comply with a public records request, the City shall deem the non-compliance a breach of this Agreement, and the Towing Company may be subject to penalties under Section 119.10, Florida Statutes.

TOWING COMPANY QUESTIONS RELATING TO TOWING COMPANY'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT SHALL BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

27. Legislative Acknowledgement

The City and Towing Company acknowledge the recent creation and adoption of s. 166.04465 of the Florida Statutes. Both parties acknowledge that each monthly payment made to the City by the Towing Company under this Agreement are neither a rate nor fee imposed by ordinance upon the Towing Company. Rather the Towing Company has voluntarily sought to earn the right to perform the services contemplated by this Agreement on behalf of the City through a competitive procurement process. Both parties acknowledge and expressly agree that the monthly payments provided for herein are permissible under state law and in no way violate s. 166.04465, F.S.

28. Miscellaneous

- a. The descriptive headings appearing in this Agreement and by law are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b. The bid documents and specifications are made a part of this Agreement by reference, as if fully set forth herein. In the event of a conflict between the bid documents and specifications, and this Agreement, the terms of this Agreement shall control.

- c. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed, as in any way creating or establishing the relationship of a partnership or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d. The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e. In the event of any claim, action, litigation, or proceeding in court under this Agreement or in the event of any settlement of a dispute under this Agreement prior to a proceeding filed in court the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

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Witnesses:

CITY OF PORT ORANGE

Print _____

By: _____
Donald O. Burnette, Mayor

Print _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, in person, this ____ day of _____, 20__, by Donald O. Burnette, 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:

Print _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Print _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, in person, 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:

WITNESSES:

TOWING COMPANY

Print _____

By: _____
Name: _____
Title: _____

Print _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, in person, this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, and who is personally known to me.

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

EXHIBIT A**MAXIMUM NONCONSENSUAL AND TRESPASS TOW RATES**

A. Maximum rates to be charged for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange shall be:

1. Towing vehicles, Class A (GVWR at 9,999lbs or less or a vehicle carrying a vessel 15 feet or less in length), shall be: \$125.00
2. Towing vehicles, Class B (GVWR at 10,000lbs or more but less than 19,500lbs or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length): \$250.00
3. Towing vehicles, Class C (GVWR at 19,500 or more pounds, but less than 25,000lbs or vehicle carrying a vessel more than 22 feet in length): \$375.00
4. Towing vehicles, Class D, greater than 25,000lbs GVWR: \$500.00
5. Innocent Owner Fee (See Sec. 2(h) of the Wrecker Service Agreement) \$75.00
6. If a tarp is required, a flat fee of: \$15.00
7. If self-adhesive film is required to dry-in the vehicle, a flat fee of: \$37.50
8. Additional flat fee per fifteen (15) minute block of extra labor for complicated situations beyond the initial 30 minutes at the scene for nonconsensual tows (i.e., water recovery, extraction of vehicle from pole, tree or house, righting overturned vehicle or clearing away a large amount of debris at an accident scene) shall be permitted as follows:
 - a) Class A \$25.00
 - b) Class B \$50.00
 - c) Class C \$75.00
 - d) Class D \$100.00
9. Services charges
 - a) Wrecker on-scene and owner arrives \$25.00
 - b) Wrecker not on scene and owner arrives No charge
10. Storage Rates per day:
 - a) Any vehicle at compound under twelve (12) hours No charge
 - b) Class A:
 - Outside Storage \$20.00
 - Inside Storage \$25.00
 - c) Class B
 - Outside Storage \$25.00
 - Inside Storage \$30.00
 - d) Class C
 - Outside Storage \$55.00
 - Inside Storage \$60.00

e) Class D

- Outside Storage \$55.00
- Inside Storage \$60.00

11. An additional daily storage fee, as set forth in item 10 above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.

12. After business hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) vehicle release fee: \$35.00

B. After 48 hours of storage, an administrative fee for lien processing may be imposed for the actual costs of notification(s) so long as the wrecker service has actually complied with the requirements of F.S. 713.78 including execution and mailing of the lien notice or \$65.00, whichever is less.

C. No additional charges or fees of any kind, other than those specified and authorized in this schedule's Sections A and B, are allowed for services governed by this Resolution, when towed from a point in the City. By way of illustration, no additional charges or fees may be assessed for:

- a) Mileage
- b) Special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes
- c) Time spent at the scene of the tow, other than those specified in this schedule
- d) Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
- e) Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle
- f) Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area
- g) Fuel surcharge fees
- h) Storage for the first twelve hours

EXHIBIT "B"

15B-9.005 Wrecker Classification and Required Equipment.

(1) Each tow truck owned or maintained by a wrecker operator shall be commercially manufactured and shall conform to the requirements of this rule. The requirements for commercial manufacture of trucks and equipment are waived for those operators who have been on the division's rotation list for one year prior to January 22, 1986. The wrecker and equipment shall be operable.

(2) The tow truck and equipment shall be inspected by the division's local troop commander or his designee and approved by the troop commander before being placed on the rotation list. Thereafter, trucks and equipment shall be subject to periodic checks as necessary to ensure compliance with these rules.

(3) Sirens on wreckers are prohibited.

(4) The wrecker operator shall not represent or imply on any vehicle, building or correspondence an official relationship between the wrecker operator and the division or any other police agency.

(5) It is prohibited for a tow truck or the business establishment maintained by the wrecker operator to have any equipment capable of monitoring messages or signals or frequencies assigned to the division.

(6) All trucks operated pursuant to this rule shall be equipped with a business-type communication radio or mobile telephone or cellular telephone. There shall be one radio or phone for each truck. Such equipment shall be licensed and approved by the Federal Communications Commission. The mobile radio or telephone shall enable the wrecker operator to communicate with his area of operations from any point within the assigned zone. A citizens band radio does not meet the requirements of this section. The troop commander may waive this requirement for all wrecker operators within a zone upon a showing that due to the limited number of operators in a zone that the installation of such communication devices is unnecessary or cost prohibitive or that the service is not readily available.

(7) Specifications and required equipment shall be as follows:

(a) ALL wreckers (All Classifications) shall include the following:

1. A cradle, tow plate or tow sling to pick up vehicles. The cradle, tow plate or tow sling shall be equipped with safety chains and constructed in such a manner that it will not damage the vehicle to be towed.

2. Dual rear wheels.

3. Clearance and marker lights and all other equipment as required by Chapter 316, F.S.

4. A rotor beam or strobe-type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides.

5. The name, address and telephone number of the wrecker operator for the zone in which the operator is qualified must be painted or permanently affixed in a conspicuous place on both sides of the trucks as required by Section 713.78(6), F.S. A unit number shall be painted on both sides of the cab of each wrecker. The same unit number on two or more wreckers qualified to tow within a zone is prohibited. Multiple addresses and telephone numbers are prohibited.

a. The name must be in letters at least three (3) inches in height.

b. The zone address and telephone number must be at least one (1) inch in height.

c. The unit number must be at least three (3) inches in height and in contrasting color.

d. Magnetic or removal signs or placards will not meet these requirements.

6. At least one heavy duty push broom with a minimum width of twenty-four (24) inches.

7. One square shovel.

8. One ax.

9. One crowbar or prybar with a minimum length of thirty (30) inches.

10. Minimum of one (1) five pound CO₂ or dry chemical fire extinguisher or equivalent. Must be approved type and have a current inspection tag attached.

11. One pair of bolt cutters with a minimum opening of 1/2 inch.

12. One set of jumper cables.

13. One four-way lug wrench.

14. One flashlight.

15. Five thirty minute fuses.

16. One snatch block for each winch with manufacturer's rating to match winch.

17. Extra towing chain six to eight feet in length with hooks.

18. At least three (3) safety cones or triangle reflectors.

19. Fifty pounds of sand or equivalent.

(b) Class "A" Wreckers – For the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less. Specifications and equipment in addition to requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight. A complete, commercially manufactured boom and winch(es) having a manufacturer's combined rating of at least 4 tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.

2. A minimum of one hundred feet of 3/8-inch cable.

3. Dollies.

4. Flood lights on the hoist.

5. Vehicles which are equipped with wheel lifts or the equivalent may also qualify as Class A tow trucks so long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 lbs. lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only.

6. Operators who wish to remove cars and light trucks may have, in addition, a roll-back or slide-back carrier truck/trailer with specifications and equipment as provided in subsection (c) of this rule.

7. HSMV Form 60308 shall be used by the Division for the inspection of Class "A" wreckers.

(c) Class "A" Roll-Back or Slide-Back Wreckers – For the removal of cars and light duty trucks and vehicles weighing 10,000 pounds gross vehicle weight or less. Specifications and equipment for roll-back or slide-back carriers in addition to the requirements outlined in subparagraphs 15B-9.005(7)(a)2.-20., F.A.C., shall include the following:

1. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight with a minimum of a sixteen (16) foot bed, dual rear wheels and a winch with at least 8,000 pound capacity.

2. A minimum of 50 feet of 3/8-inch cable.

3. A minimum of two safety tie-down chains of at least ten (10) feet each in length.

4. Two spot (flood) lights mounted on the rear of the carrier.

5. A roll-back or slide-back carrier trailer shall meet the following requirements:

a. A commercially manufactured carrier trailer with a rated capacity of at least 8,000 pounds gross vehicle weight with a minimum sixteen (16) foot bed. A winch with at least 8,000 pound capacity.

b. A minimum of 50 feet of 3/8 inch cable.

c. Brakes and trailer lights which meet the minimum statutory requirements of Florida law.

d. Safety chains.

e. Must be towed by and used in conjunction with an approved wrecker that meets or exceeds the class of the vehicle to be towed.

6. HSMV Form 60305 shall be used by the Division for the inspection of roll-back and slide-back carriers.

(d) Class "B" Wreckers – For removal of medium duty trucks or vehicles weighing 20,000 pounds gross vehicle weight or less. Specifications and equipment in addition to the requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 20,000 pounds gross vehicle weight. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least ten (10) ton capacity mounted on the chassis. Class B wreckers that were previously approved at 15,000 pounds gross vehicle weight may continue in use within this class, even if sold to another approved rotation operator.

2. A minimum of one hundred feet of at least 1/2-inch cable on each drum.

3. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.

4. Flood lights on the hoist.

5. HSMV Form 60307 shall be used by the Division for the inspection of Class "B" wreckers.

(e) Class "C" Wreckers – For the removal of heavy duty trucks, house trailers, buses, etc., weighing over 20,000 pounds gross vehicle weight. Specifications and equipment in addition to the requirements outlined in paragraph 15B-9.005(7)(a), F.A.C., shall be as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 30,000 pounds gross vehicle weight and 50,000 pounds gross vehicle weight for tandem axle trucks. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 25 ton capacity mounted on the chassis.

2. A minimum of two hundred feet of at least 5/8-inch cable on each drum.
3. Air brakes so constructed as to lock the rear wheels automatically upon failure.
4. External air hookup and hoses, to supply air to disabled vehicles.
5. One set of scotch blocks for wheels or hydraulic rear-extendable scotch blocks.
6. Flood lights on the hoist.
7. HSMV Form 60306 shall be used by the Division for the inspection of Class "C" wreckers.

Rulemaking Authority 321.051 FS. Law Implemented 321.051, 321.05(1) FS. History--New 1-22-86, Formerly 15B-9.05, Amended 10-15-92, 10-2-95.

End of Scope of Work

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to proposers, 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. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
3. **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.
4. **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.
5. **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.
6. **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.
7. **City** means the City of Port Orange.
8. **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.
9. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
10. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
11. **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.
12. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
13. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
14. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
15. **DemandStar** is the official online repository for all City competitive solicitations.
16. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
17. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
18. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals as part of a Request for Proposals (RFP) or competitive grant process.
19. **Evaluator** is a member of the evaluation committee/team.
20. **Intent to Award** is a document that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
21. **Issues** means points, matters, or concerns to be addressed during negotiations.
22. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
23. **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.
24. **Outlier** is a proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.

25. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
26. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
27. **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.
28. **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.
29. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
30. **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 Proposer to perform the resultant Contract.
31. **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 Proposer, 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.
32. **Request for Proposal (RFP)** means a formal request to prospective Proposers requesting qualifications of the Proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
33. **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.
34. **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.
35. **Responsible (Proposer)** is a Proposer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
36. **Responsive (Proposer)** is a Proposer that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
37. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
38. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Proposer must execute in terms of delivering specific commodities or in performance of contractual services.
39. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
40. **Solicitation** means a formal request, as applicable, for prospective Proposers to submit responses to a Request for Proposal.
41. **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.
42. **Stakeholder** means an individual, who is not likely to become a Proposer, who has an interest in the commodities/contractual services needed.
43. **Subcontractor** means a person, firm or entity providing goods or services to a Proposer to be used in the performance of the Proposer's obligations under the Contract.
44. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

[Remainder of this page left intentionally blank]

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. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Proposers should acknowledge all addenda by circling the number of addenda received on the “Proposer 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 Proposer to ensure all addenda have been received prior to submitting a proposal . All Addenda shall be posted by the CITY on www.demandstar.com and City of Port Orange Website, www.port-orange.org.

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. Proposers 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.

2. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Proposer 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, Proposer agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Proposer. In submitting a Response to the City of Port Orange, the Proposer offers and agrees that if the Response is accepted, the Proposer 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 Proposer.

3. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer 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.

4. ASSIGNMENT

The successful Proposer 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 Proposer from all contractual obligations.

5. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

A Florida corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, 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 Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, 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 business days from the request of the Purchasing Manager.

6. **AWARDS**

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, proposal or quote for purchase of services and goods by the City of Port Orange.

7. **AWARD AND EXECUTION OF CONTRACT**

The Proposer(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.

8. **PROPOSAL RETURNS**

Proposers 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 Proposers unopened.

9. **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 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 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.

10. PROPOSAL TABULATION

Proposers who wish to receive a copy of the proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

11. 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 Proposer 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 Proposer'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 Proposer'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 Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Proposer to enter into a contract within the time specified after the award of bid.

12. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Proposer 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.

13. 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.

14. 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 to 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.

15. 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.

16. CONDUCT OF PROPOSERS

All Proposers or individuals acting on behalf of a Proposer 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 Proposer. All Proposers or individuals acting on behalf of a Proposer 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 Proposer. 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.

17. 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 Proposers, 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 Proposer who initiates any discussions or attempts to influence a member or members of the aforementioned 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.

18. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Proposers 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.

19. 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.

20. 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.

21. 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 Proposer. 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.

22. CONTRACT RENEWALS

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

23. 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, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

24. COPYRIGHT AND PATENT RIGHTS

Proposer 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 Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

25. COST INCURRED BY PROPOSER

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 Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Proposer prior to commencement of work as defined by the contract approved by the City Council.

26. DEBARMENT HISTORY

The City will consider a Proposer's debarment history information in its review and determination of responsibility. All Proposers 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 Proposer, any parent or subsidiary of the Proposer or any predecessor organization. If the Proposer 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 Proposer'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.

27. DEFAULT PROVISIONS

In the event of default by the Proposer the City reserves the right to procure the item(s) solicited from other sources and hold the Proposer 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 Proposer for a period of 36 months from the date of default.

28. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Proposers must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. The Proposer 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 Proposer. 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 Proposer 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.

29. EXCEPTIONS TO REQUIREMENTS

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

30. E-VERIFY

Proposers 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 Proposer 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.

31. FACILITIES

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

32. FAILURE TO RESPOND

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

33. FINANCIAL STABILITY

Proposers 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.

34. 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.

35. 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.

36. GOVERNING LAW

Proposers 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.

37. 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 Proposer/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.

38. HIPAA COMPLIANCE

The Proposer 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 Proposer uses, discloses or has access to protected health information as defined by HIPAA.

39. 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.

40. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposer 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 Proposer under this contract and that the successful Proposer has no authority to bind the City.

The Proposer represents itself to be an independent contract or offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer 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 Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/

or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

41. 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 Proposer 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.

42. INSURANCE

If required upon execution of a contract, the Proposer 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.

43. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Proposer 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.

44. INSURANCE REQUIREMENTS

If required, the Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Proposer may use leased employees if the Proposer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Proposer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit.

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 Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement. Evidencing in the required insurance. The Proposer shall provide the City written notice of cancellation, non-renewal 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.**

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☐ Required	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐ Required	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is 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.
☐ Required	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐ R	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐ R	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐ Required	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

45. 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 Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form for construction services.

46. IRREVOCABILITY OF RESPONSES

Each Proposer 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 Proposer.

47. 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.

48. 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 Proposer shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Proposer 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.

49. LICENSES, PERMITS AND TAXES

The Proposer 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 Proposer 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.

50. LITERATURE (if applicable)

If no brand, model or make is specified, Proposers shall submit 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.

51. **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. Request for proposals, qualifications or other qualitative submittal(s). In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittal(s) where the Proposers are rated by a point system, local businesses shall be granted the following preference:
 - 1. Port Orange business shall be granted up to eight (8) percent of the available points.
 - 2. Volusia County business shall be granted up to five (5) percent of the available points.
 - 3. Florida business shall be granted up to three (3) percent 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.
- a) Misrepresentation prohibited; penalty. Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status and shall lose eligibility to claim local preference status for a period of one year.
- b) Local preference not required. This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non- local business where such award is in the public interest.
- B. 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.

52. 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.

53. NON-EXCLUSIVITY OF CONTRACT

The selected Proposer 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.

54. 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.

55. 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.

56. 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.

57. PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-proposal conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation requirements. 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-proposal conference is non-mandatory. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

58. 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.

59. 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 Proposer to submit in order to prequalify 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.

60. 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 Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.

61. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Proposer 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 Proposer list.

62. 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 bylaw.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized bylaw.
- d. Meet all requirements or 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.

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

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify 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 Proposers will not be able to procure a copy of their competitor's proposals 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 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 Proposer, or where a Proposer answers questions. In other words, neither Proposers, 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 Proposers, but the new law limits public attendance to portions of such meetings.

64. **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.

65. **RECORDS/AUDIT**

The Proposer 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.

66. **REQUEST FOR ADDITIONAL INFORMATION**

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

67. 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.

68. RIGHT OF NEGOTIATION RFP

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

69. 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.

70. 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 Proposers shall become the property of the City when received.

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Proposers shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers 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.

72. 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.

73. 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.

74. 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.

75. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Proposer, 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 Proposer, 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 Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

76. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Proposer 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 Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Proposer 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: Michael Hall, Buyer, 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 1:30 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 Proposer and will not be opened.

Proposals (Envelope/Package) shall contain one (1) original and one (1) digital (D or flash drive) PDF 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 project name, proposal number and name of the Proposer.

77. 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 Proposer 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 Proposer shall provide follow-up evidence that the Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/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.

78. SUBCONTRACTING

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

79. 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.

80. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Proposer breaches any of the terms therein, including warranties of the Proposer or if the Proposer 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 Proposer 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 Proposer.

81. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Proposer notice thirty (30) days prior to the date of cancellation of the contract. The Proposer shall be required to give the City written notice sixty (60) 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.

82. USE OF SOLICITATION FORMS

The Proposer 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 Proposer's Acknowledgement Form contained in each Solicitation.

83. VARIANCES

For purposes of Response evaluation, Proposers must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Proposer 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.

84. 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 Proposers, 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)

[Remainder of this page left intentionally blank]

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

The awarded proposer will be required to enter into a contract for a period of one (1) year, from date of award, with an option for renewal of an additional three (3) one (1) year renewals, if mutually agreeable with both parties, for a maximum of four (4) years.

ELIGIBILITY OF PROPOSER

To be eligible to respond to this RFP, the Proposer must have prior experience working with the services described in this RFP. Please provide eligibility experience with your submittal.

INSURANCE

See Section 3, Wrecker Services Agreement on Page 23 and Section 5, Page 49 for Insurance Requirements.

NOTICE

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

BID BONDS

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Proposer and an acceptable surety, in an amount equal to five percent (5%) of the proposal shall be submitted with each proposal.

BONDS

A satisfactory letter of intent to bond executed by the Proposer and an acceptable surety, in an amount equal to \$50,000.00 (fifty thousand and 00/100 dollars) shall be submitted with each proposal for wrecker/towing services to the City of Port Orange, Florida.

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. Within ten (10) days of award by City Council, the successful proposer will also be required to furnish and pay for a satisfactory contract \$50,000.00 (fifty thousand and 00/100 dollars) Performance Bond or a letter of credit guaranteeing performance of the wrecker service agreement 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. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

PAYMENT & PERFORMANCE BONDS

Upon award, the successful proposer 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. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

Payment to the City

Upon award, the proposer shall make complete monthly payments on the 1st of each month to the City of Port Orange while the Agreement is in effect. The monthly fee shall be \$5,000.00.

Additionally, the monthly sum payable to the City by the Towing Company shall be submitted to the Office of the City Finance Director on the first day of each month for the duration of this Agreement. Copies of all Towing Company paid invoices for services provided each month as a result of this Agreement shall be submitted to the City on or before the 15th day following the end of the month in which such services were provided. Such invoices may be provided in the form of a computer printout, or in an electronic format approved by the Finance Director and shall contain the information set forth in Subsection 19.a.(1) of Wrecker Service Agreement.

Records, Books and Payment

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this proposal. All records shall be maintained at one central location as provided hereinafter.

- a. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:

- (1) Call date and time, dispatch time, arrival time, hooked, dropped and cleared time, where the vehicle was towed from; the date and time towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date and time the vehicle was released or disposed of; and all correspondence and documents sent or received concerning said vehicle, as required by this Agreement.

- (2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department every 24 hours, describing each vehicle by Make, Year, Model, VIN, and Tag Number to the Volusia County Communications Center fax #386-254-1597.

- (3) To submit records, the company shall provide and maintain telecommunications equipment or e-mail as approved by the Police Department, capable of transmitting documents between the Police Department and the Towing Company.

Misleading, Dishonest, and Illegal Practices

- a. The Towing Company warrants that it shall not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this proposal, and shall charge owners of vehicles only those amounts permitted under this proposal for those services covered by this proposal. In the event that an overcharge or other violation is reported to the City, the City shall promptly notify the Towing Company of the alleged violation.
- b. If a satisfactory written explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations shall not occur in the future, within the twenty-four (24) hour period, the violation shall constitute a breach of this agreement that may be reported to the City Manager for termination of this Agreement or other appropriate action.

INDEMNIFICATION

The Towing Company shall indemnify and hold harmless the City of Port Orange and its agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees incurred prior to the filing of a suit and throughout any court proceeding, arising out of or resulting from the work or services or the performance of operations under agreements with the City, provided that the claim, damage, loss and expense is caused in whole or in part by any willful or negligent act or omission of the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified.

COMPLIANCE WITH LAWS AND RULES

The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes, including Section 316.530, all applicable City ordinances, resolutions, and the Rules of the Port Orange Police Department, Exhibit "B", unless otherwise provided by ordinance or this Agreement. The Towing Company shall not impose any charges that exceed the legal maximum rate established for the City of Port Orange as established by Resolution of the City Council of the City of Port Orange. A copy of Resolution No. 15-13 is attached as Exhibit "A".

Vehicles must be towed and stored under the provisions of Chapter 70 or other applicable provisions of the Code of the City of Port Orange covering the removal and/or impounding of illegally parked or disabled vehicles, applicable State Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company. Vehicles may be at a place of business other than the place of business of the Towing Company.

EVALUATION OF PROPOSALS

It is the intent of the City to enter into a contract for wrecker/towing services with the highest qualified responsive and responsible proposer. The City of Port Orange will consider whether the proposals comply with the prescribed specifications, requirements of contractor, quality and completion/delivery time, as it is necessary to assist in evaluation of proposals. The City reserves the right to reject any and all proposals received, to waive any and all non-substantial irregularity in proposals received, whenever such rejection or waiver is in the best interest of the City.

CONTRACT/AGREEMENT ASSIGNMENT

The successful proposer will be required to perform the work as a prime contractor. The Contractor shall perform the work himself and shall not sublet, sell, transfer, assign or otherwise dispose of the contract without the written consent of the City.

AWARD AND CONTRACT/AGREEMENT TIME

All prices and fees quoted will be firm. The Proposer shall have the ability, **to pass the on-site inspection per the "Wrecker Service Agreement" requirements before award of contract**, capacity and the skill to perform the contract. (excluded for the on-site pre-inspection will be item 15 of the WRECKER SERVICE AGREEMENT "posting charges". This requirement will be required after award).

City Staff will present the proposals received and their recommendations to the City Council for them to make an award. If testing or research/ inspection is required to assist in the evaluation process, the staff recommendation and the agenda form for City Council presentation may be extended. The City intends to enter into the contract with that firm (s), upon receipt by the City of all the required paperwork and/ or an executed contract (s), including a bond, where required, and all insurance certificate(s). The contract shall be awarded for a period of one (1) year, with an option for renewal of an additional three (3) one (1) year renewals, if mutually agreeable with both parties, for a maximum of four (4) years.

BREACH OF AGREEMENT AND TERMINATION

- a. It shall be the right of the Police Chief and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the Police Chief, there has been a breach of contract, the Police Chief shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If termination of the Agreement due to breach is recommended, the Police Chief may so notify the City Manager and a hearing shall be set for a date within fifteen (15) calendar days of such notice. At that time, the City Manager shall hear the Towing Company and the City representatives and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, including but not limited to termination of this Agreement, as hereinafter provided. Pending the hearing, the Police Chief has the right to suspend the Towing Company's operators under this Agreement, if he deems it necessary to protect health, safety and welfare; and the Towing Company shall have no recourse against the City for the suspension. Any lesser remedial action than termination shall not waive the City's right to further remedial action.
- b. In addition to terminating this Agreement, the City may recover from the surety bond all actual administrative costs.
- c. The City may, if it so elects, pursue any other remedies provided by law for breach of an agreement with the City or any of its terms, covenants, conditions, or stipulations.

No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

INSPECTION

The City of Port Orange reserves the right to conduct an inspection of the awarded Proposer's storage facilities upon 24 hours notice by the City and shall be required to obtain approval from the City prior to the award of Agreement or any extensions thereto. Storage facilities shall be subject to periodic inspections at any time by the Police Chief or his designee during the term of this Agreement when deemed necessary by the City to ensure compliance with this Agreement.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Request for Proposal 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.

Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements and offerings contained within this RFP.

The sections of the submitted Proposal 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 Proposers responding to this solicitation shall provide one (1) original, six (6) identical copies 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. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

BUSINESS LICENSES/SUNBIZ

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active." or appropriate qualified commercial entity licensed in the area specified in the scope of work
- Include a copy of all professional licenses and certifications as required to perform the services described herein.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY (20 Evaluation Points)

- Legal name and principal office address.
- Tow yard address (***see section 7 of contract for requirements***).
- Telephone number and e-mail address.
- State of incorporation of the entity.
- List of names and addresses of the primary owners/board members.
- List of currently or previously performed contracts with cities or other governmental agencies.
- In business a minimum of five (5) years.
- Certifications – both regulatory and professional organizations for:
 - Firm
 - Personnel
- Tow trucks and other equipment on hand (***see section 8(a) of contract for minimum requirements***).
- All employed staff experience to include individual professional licenses and certifications for each team member.
- Storage facility type and capacity. Both indoor and outdoor required (***see section 7 of contract for requirements***).
- Any pending agreements to merge or sell your company.

TAB B – MANAGEMENT PLAN (10 Evaluation Points)

- This section shall describe the company's detailed plans for accomplishing the objectives required to deliver excellent towing and wreckers services for the City. It should include methods for planning, organizing, scheduling, coordinating and administering the total effort. Identify a proposed manager responsible for the day-to-day tasks and their experience with contracts of a similar nature and scope.

TAB C – CONTRACT, LITIGATION and DEBARMENT HISTORY (20 Evaluation Points)

- This Tab shall contain information on the nature and magnitude of any litigation, arbitration, claims 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 the Attorney 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.
- Previous contracts with the city and history of any problems during the contract period.

TAB D – BILLING PRACTICES (40 Evaluation Points)

For each scenario, please provide a detailed breakdown of the invoice your company would provide for the services described herein under the terms of the attached agreement and considering the maximum fees established by the City of Port Orange (***refer to Attached Agreement and Exhibit A***). Keep in mind that your response to this series of questions will directly impact your ranking as part of this solicitation. Furthermore, the responses will set an expectation regarding your billing practices that you will be bound to in the performance of the services under this agreement in the event that you are the successful proposer.

1. A heavily damaged Class A vehicle is towed from the accident scene at the intersection of Dunlawton Avenue and Nova Road to the wrecker yard on Monday at 10pm. Driver spent 1 hour 10 minutes on scene due to having to clear a large amount of debris. Oil and transmission fluid are leaking from vehicle on arrival at the wrecker yard as well. The vehicle arrives in the storage yard at 11:45pm. On Tuesday, the following day, at 9am, owner shows up and requests personal items from the vehicle. A crowbar is needed to pry open the door to gain access so owner can retrieve their belongings. Shortly after at 2pm, a wrecker from another company shows up to retrieve the vehicle. The vehicle is towed from the storage lot out to the front gate for the other wrecker to take possession of the vehicle.
2. An undriveable Class A vehicle is towed after an accident to the wrecker yard at 11am on Monday. On the following Thursday at 8:30am, owner has another wrecker company arrive to take possession of the vehicle to bring it to their own body repair shop.
3. A Class B vehicle is towed to the wrecker yard after motor vehicle crash on Sunday morning at 8am. On Sunday evening at 10pm the owner shows up to retrieve the vehicle. The vehicle is drivable however it needs to be jump started to get it moved.
4. On Monday at 10am, a Class A vehicle in a retention pond requires two (2) tow trucks to remove safely. Both drivers are on scene for 1 hour 20 minutes. The vehicle is then towed to the wrecker yard. On Tuesday at noon, the owner arrives and requests to retrieve items from the trunk of the vehicle. Owner also needs documents notarized to release the vehicle to a third party. On Friday of that same week, a wrecker arrives at the request of the insurance company to tow the undriveable vehicle to another location.

TAB E – REFERENCES (10 Evaluation Points)

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:

- Provide a minimum of three (3) and a maximum of five (5) References (**DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES**) within the last five (5) years for the services described in this RFP. 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.

OTHER MATERIAL

Please include any additional material that may assist the City in evaluating the proposals. Attachment of brochures instead of the written response request will be grounds for disqualification or devaluation. A simple “yes” or “no” answer alone will not be acceptable unless clearly requested; an explanation shall be provided for each question/issue listed in this response outline. However, clarity and brevity of presentation, not length, will be favorably considered.

REQUIRED FORMS

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 Proposer’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 on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience
- Form 9.9 Local Business Affidavit of Eligibility
- Form 9.10 Listing of Subcontractors
- Form 9.11 Certificate as to Corporate Principal

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA

Firms submitting the required criteria will have their Proposals evaluated and scored for quality of response, qualifications and experience and engagement approach and schedule. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA FOR WRITTEN PROPOSALS</u>	<u>CATEGORY SCORE</u>
<i>Company History, Qualifications, Ability and Capacity.....</i>	<i>(20 points)</i>
<i>Management Plan.....</i>	<i>(10 points)</i>
<i>Contract, Litigation and Debarment History.....</i>	<i>(20 points)</i>
<i>Billing Practices.....</i>	<i>(40 points - max of 10 pts per each case)</i>
<i>References.....</i>	<i>(10 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>

RFP 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

The Evaluation Committee is comprised of City staff and **may** include a City Council Member or Council appointed Board of Commission member who will evaluate, and rank proposals based on a weighted score point formula. 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 pursuant to and in compliance with the Consultants Competitive Negotiation Act, Florida Statutes 287, Section 287.055. It is the intent of the City that all Firms 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 will include consideration of, but will not be limited to the following:

1. Responsiveness of the Proposer related to the Scope of Services;
2. The ability, capability and skill of the Proposer 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 Proposer;
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 Proposal or proposal;
9. Responsiveness of client references;
10. Such other information as may be secured.

FINAL RANKING AND RECOMMENDATION FOR AWARD

At the Evaluation Meeting, the Evaluation Committee will finalize their scores for the proposals to determine a final ranking of the Proposers considered to be the most capable of performing the required project in the best interest of the City. 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.

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Proposer’s Acknowledgement
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 9.4 – Drug Free Preference Statement
- _____ Form 9.5 – Public Entity Crimes Statement
- _____ Form 9.6 – Affidavit of Anti-Collusion
- _____ Form 9.7– Statement of Qualifications
- _____ Form 9.8 – Professional References for Previous Experience
- _____ Form 9.9 – Local Business Affidavit of Eligibility
- _____ Form 9.10 – Listing of Subcontractors
- _____ Form 9.11 – Certificate as to Corporate Principal
- _____ Bid Bond
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, 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 Statement of Qualifications 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 proposed Proposal. Furthermore, I agree to Proposal 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 Proposer/Contractor as its act and deed and that the Proposer/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 Proposer interested in said RFP; and that the undersigned executed this Proposer’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 / FAXNUMBER

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 Request for Proposals (RFP), Instructions to Proposers, General and/ or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Statement of Qualifications.

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 Proposal form.

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:

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

(NAME OF ORGANIZATION) 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:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

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 Proposal 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 Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
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.

STATE OF _____
COUNTY OF _____

Name of Business

By: _____
Printed Name: _____
Title: _____

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 SECTION 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 Proposer 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 _____

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 Proposer 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 PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS 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 – STATEMENT OF QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Proposer.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Request for Proposal.

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 _____
Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided **Wrecker Services** or similar to those required under the City's contract and as outlined in this Proposal package. A minimum of three (3) projects shall be listed below in order to Proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

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 FranchiseAnd 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 Proposer 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.

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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ 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 9.10 – LISTING OF SUBCONTRACTORS

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Proposer shall not substitute subcontractors without approval from the Chief of Police.** Proposer shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____
Description of Work: _____
Percent of Contract Price: _____
Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 9.11 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____.
He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description:

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:

A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1
January 13, 2021
RFP 21-02 Wrecker Services

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 11, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS

Please see the attached clarification to Page 65 of the RFP for Tab D – Billing Practices.

B. CHANGES TO SPECIFICATIONS

N/A

C. QUESTIONS AND ANSWERS

N/A

Michael Hall
Purchasing Agent
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject RFP 21-02 Wrecker Services remains unchanged.

[Remainder of page left intentionally blank]

END OF ADDENDUM NO. #1

Page 1 of 1

BILLING PRACTICES:

For each scenario, please provide a detailed breakdown of the invoice your company would provide for the services described herein under the terms of the attached agreement considering the maximum fees established by the City of Port Orange (*refer to the attached agreement and exhibits*). Keep in mind that your response to this series of questions will directly impact your ranking as part of this solicitation. Furthermore, the responses will set an expectation regarding your billing practices that you will be bound to in the performance of the services under this agreement in the event that you are the successful proposer.

1. Tow truck driver arrives at 10 p.m. to an accident scene involving an undriveable, heavily damaged Class A vehicle at the intersection of Dunlawton Avenue and Nova Road. Driver spends 1 hour 10 minutes on scene due to having to clear a large amount of debris. Oil and transmission fluid are leaking from vehicle on arrival at the wrecker yard at 11:45 p.m. On Tuesday, the following day, at 9 a.m., owner shows up and requests personal items from the vehicle. A crowbar is needed to pry open the door to gain access so owner can retrieve their belongings. Later, on the same day at 2 p.m., a wrecker from another company shows up to retrieve the vehicle at owners request. The vehicle is towed from the storage lot out to the front gate for the other wrecker company to take possession of the vehicle.
2. An undriveable Class A vehicle is towed after an accident to the wrecker yard at 11 a.m. on Monday. On the following Thursday at 8:30 a.m., owner has another wrecker company arrive to take possession of the vehicle to bring it to their own body repair shop.
3. A Class B vehicle is towed to the wrecker yard after motor vehicle crash on Sunday morning at 8 a.m. On Sunday evening at 10 p.m. the owner shows up to retrieve the vehicle. The vehicle is drivable however it needs to be jump started to get it moved.
4. On Monday at 10 a.m., a Class A vehicle in a retention pond requires two (2) tow trucks to remove safely. Both drivers are on scene for 1 hour 20 minutes. The vehicle is then towed to the wrecker yard, arriving at 11:50 a.m. On the next day, Tuesday at 12 p.m., the owner arrives and requests to retrieve items from the trunk of the vehicle. Owner also needs documents notarized to release the vehicle to a third party. On Friday of that same week at 11 a.m., a wrecker arrives from another company at the request of the insurance company to tow the undriveable vehicle to another location.



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. #2 **January 28, 2021** **RFP 21-02 Wrecker Services**

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 11, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS

Please see the attached clarification to Page 65 of the RFP for Tab D – Billing Practices.

B. CHANGES TO SPECIFICATIONS

N/A

C. QUESTIONS AND ANSWERS

Question 1: Will the contract be exclusive or on a rotation basis?

Answer: The contract will be an exclusive contract with one vendor.

Question 2: Will the City allow for the vendor to incorporate a sales tax with the price?

Answer: The contract is not saying that you can or can't charge sales tax – the contract is clarifying that if sales tax is applicable on any of the services provided by the contractor, then the maximum amount charged must be at or below the maximum charges established by the City.

Question 3: Will there be an increase in the prices that is determined by the City of Port Orange? Does the City ever plan to increase them in the future?

Answer: The prices are already in the contract and there are no plans at this time to increase them.

Question 4: What is considered a City Vehicle?

Answer: Any vehicle owned or leased by the City.

Question 5: How will the towing company identify a city leased vehicle? Because the lessor is responsible for the tow.

Answer: They will have to rely on City Staff for that information.

Question 6: What is your definition of a 50-mile radius from the city limits? If the vehicle is 60 miles outside the City limit radius, what is the charge per mile for the 20-mile overage?

Answer: A straight line distance of 50 miles from the City limits. Regarding the 10 miles over, they will be allowed to charge.

Question 7: Does the Port Orange City yard garage change tires on any City owned vehicles?

Answer: During normal weekday business hours, they have the capability to do so. This would be based on personnel availability and location. However, the Agreement, Section 2(c), allows for the flexibility to call the wrecker company to provide that service on a 24/7 basis.

Question 8: Will the Wrecker Service be offered radios in order to respond expeditiously?

Answer: No.

Question 9: Regarding cleaning debris out of the roadway when no vehicles have been towed, who is responsible for the clean-up charges?

Answer: See Section 2(d) and 2(f) of the Agreement which addresses this question. If no vehicles are towed, there is no charge.

Question 10: When special equipment or personnel is required, we need to be able to charge for this. Examples: hazmat spill, dumpster, or incident management team. Can we charge for this?

Answer: This agreement governs towing vehicles, not hazmat incident management. Extra labor charge is allowed in accordance with Exhibit A, section a(8) with a vehicle class tier charge system. No charges allowed for additional manpower or equipment.

Michael Hall
Purchasing Agent
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject RFP 21-02 Wrecker Services remains unchanged.

END OF ADDENDUM NO. #2

BILLING PRACTICES:

For each scenario, please provide a detailed breakdown of the invoice your company would provide for the services described herein under the terms of the attached agreement considering the maximum fees established by the City of Port Orange (*refer to the attached agreement and exhibits*). Keep in mind that your response to this series of questions will directly impact your ranking as part of this solicitation. Furthermore, the responses will set an expectation regarding your billing practices that you will be bound to in the performance of the services under this agreement in the event that you are the successful proposer.

1. Tow truck driver arrives at 10 p.m. to an accident scene involving an undriveable, heavily damaged Class A vehicle at the intersection of Dunlawton Avenue and Nova Road. Driver spends 1 hour 10 minutes on scene due to having to clear a large amount of debris. Oil and transmission fluid are leaking from vehicle on arrival at the wrecker yard at 11:45 p.m. On Tuesday, the following day, at 9 a.m., owner shows up and requests personal items from the vehicle. A crowbar is needed to pry open the door to gain access so owner can retrieve their belongings. Later, on the same day at 2 p.m., a wrecker from another company shows up to retrieve the vehicle at owners request. The vehicle is towed from the storage lot out to the front gate for the other wrecker company to take possession of the vehicle.
2. An undriveable Class A vehicle is towed after an accident to the wrecker yard at 11 a.m. on Monday. On the following Thursday at 8:30 a.m., owner has another wrecker company arrive to take possession of the vehicle to bring it to their own body repair shop.
3. A Class B vehicle is towed to the wrecker yard after motor vehicle crash on Sunday morning at 8 a.m. On Sunday evening at 10 p.m. the owner shows up to retrieve the vehicle. The vehicle is drivable however it needs to be jump started to get it moved.
4. On Monday at 10 a.m., a Class A vehicle in a retention pond requires two (2) tow trucks to remove safely. Both drivers are on scene for 1 hour 20 minutes. The vehicle is then towed to the wrecker yard, arriving at 11:50 a.m. On the next day, Tuesday at 12 p.m., the owner arrives and requests to retrieve items from the trunk of the vehicle. Owner also needs documents notarized to release the vehicle to a third party. On Friday of that same week at 11 a.m., a wrecker arrives from another company at the request of the insurance company to tow the undriveable vehicle to another location.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: Yes

SUBJECT: (B7c) Intent to Award ITB #21-04 - Athletic Field Pest Control and Fertilization Services to Lake Jem Farms of Tavares

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Intent to Award for ITB #21-04 Athletic Field Pest Control and Fertilization Services to Lake Jem Farms of Tavares, FL

SUMMARY: On March 3, 2021, Purchasing received five bids for ITB #21-04 Athletic Field Pest Control and Fertilization Services.

After review of the bids submitted, City staff has made its recommendation to award to the lowest bidder, Lake Jem Farms of Tavares, FL, for the total bid amount of \$55,482.00.

The scope of work includes the spraying and fertilization of our ball fields as well as the open green space at Riverwalk.

Staff is recommending approval of this Intent to Award.

Project No.: n/a Funding Account No.: 510000- Contractual Services

Presenter: Peter Ferreira

ATTACHMENTS:

1.	ITB 21-04 Lake Jem Farms, LLC Standard Contract for Services	ITB 21-04 Lake Jem Farms, LLC Standard Contract for Services.pdf
2.	ITB #21-04 Athletic Field Pest Control and Fertilization Services NOTICE of INTENT 3.22.21	ITB #21-04 Athletic Field Pest Control and Fertilization Services NOTICE of INTENT 3.22.21.pdf
3.	Lake Jem Farms - Port Orange ITB 21- 04	Lake Gem Farms - Port Orange ITB 21- 04.pdf
4.	ITB 21-04 ADDENDUM NO.1 FINAL (2.19.2021)	ITB 21-04 ADDENDUM NO.1 FINAL (2.19.2021).pdf
5.	ITB 21-04 ATHLETIC FIELD PEST	ITB 21-04 ATHLETIC FIELD PEST

	CONTROL AND FERTILIZATION SERVICES FINAL (1.25.2021)	CONTROL AND FERTILIZATION SERVICES FINAL (1.25.2021).pdf
Peter Ferreira	Created/Initiated - 3/31/2021	
Peter Ferreira	Approved - 3/31/2021	
Sandy Woodman	Approved - 3/31/2021	
Lupe Reyna-Coffin	Approved - 4/1/2021	
Scott Neils	Approved - 4/2/2021	
Matthew Jones	Approved - 4/9/2021	
Jamie Miller	Approved - 4/11/2021	
Robin Fenwick	Final Approval - 4/12/2021	



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2021, 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 **LAKE JEM FARMS, LLC**, a Florida limited liability company, whose principal address is 826 South Duncan Drive, Tavares, Florida 32779 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide Pest Control and Fertilizing Services for City Athletic Fields, pursuant to Intent to Bid 21-04 ("ITB 21-04"). This Contract together with ITB 21-04, Addendum No 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, Appendix A, Appendix B, Appendix C, and Addendum No 1, from ITB 21-04, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-04, Addendum No 1, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.
- (b) The time, manner and place for performance of such services shall be:
- Term: The term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). This Contract shall be for a term of One (1) year ("Term").
- Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year periods, subject to review and approval of the City Manager and budget appropriation.
- Manner and Place: The work shall be performed in accordance with 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.
- Time and Essence: Contractor acknowledges that time is of the essence for this Contract.
- Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed Fifty-Five Thousand Four Hundred

Eighty-Two and 00/100 Dollars (\$55,482.00). 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 Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

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 23 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 required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr></table> Contracts over \$20 million To Be Determined by the City.	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>								
Up to \$10 million	Statutory/\$500,000								
\$10 - \$20 million	Statutory/\$1,000,000								
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement 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	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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. 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.

19. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. **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.

21. **Disputes.** The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. 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.

22. **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.

23. **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.

24. *Additional Provisions.* This Contract includes all additional provisions as may have been outlined in 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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

25. *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.

26. *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: Susan Lovallo, Parks and Recreation Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5852
Contractor:	Lake Jem Farms, LLC Attention: c/o Robert M. Stutz, President of LJF HoldCo, Inc. 826 South Duncan Drive Tavares, Florida 32779 (352) 383-7196 – Telephone despey@lakejemfarms.com

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.

27. *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.

28. 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]

**LAKE JEM FARMS, LLC, A FLORIDA LIMITED LIABILITY
COMPANY
BY LJF ORLANDO, LLC, A FLORIDA LIMITED
LIABILITY COMPANY, ITS AUTHORIZED MEMBER
BY LJF HOLDCO, INC., A FLORIDA CORPORATION, ITS
AUTHORIZED MEMBER**

Witnesses:

Printed Name: _____

Printed Name: _____

By: _____
Robert M. Stutz, President

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 FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Robert M. Stutz, as President of LJF HoldCo, Inc., a Florida corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name:_____

By: _____
Donald O. Burnette, Mayor

Printed Name:_____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name:_____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name:_____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT “1”

Contractor's Quote, ITB 21-04 Section 3, Appendix A, Appendix B, Appendix C, and Addendum No. 1

Consisting of 11 Pages



"ATTACHMENT 1" ITB SLO SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB 21 04
ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES
Completed "Attachment 1" Schedule of Unit Pricing Bid Form MUST be included with Bid Submission
Perform "File Save As" and save spreadsheet by your computer. Fill in pricing in highlighted cells electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.

NAME OF BUSINESS:
CONTACT PERSON:
EMAIL ADDRESS:
AUTHORIZED SIGNATURE:

PART A												
All Locations with Bermuda Turfgrass per Specifications	APPROX ACREAGE	COST OF BARRICADE TREATMENT PER LOCATION	COST OF GROWTH REGULATOR TREATMENT PER LOCATION	COST OF RUSTSTAR TREATMENT PER LOCATION	COST OF TOP CHOICE TREATMENT PER LOCATION	COST OF CHIRCO TREATMENT PER LOCATION	COST OF INSECTICIDE TREATMENT PER LOCATION	COST OF FUNGICIDE TREATMENT PER LOCATION	COST OF HERBICIDE TREATMENT PER LOCATION	COST OF FERTILIZATION TREATMENT PER LOCATION		
City Center Softball Field # 1	2.00	\$50.00	\$100.00	\$410.00	\$520.00	\$506.00	\$60.00	\$262.00	\$865.00	\$200.00		
City Center Softball Field # 2	2.50	\$100.00	\$100.00	\$507.00	\$700.00	\$500.00	\$100.00	\$100.00	\$270.00	\$100.00		
City Center Softball Field # 3	2.50	\$100.00	\$100.00	\$507.00	\$700.00	\$500.00	\$100.00	\$100.00	\$270.00	\$100.00		
City Center Softball Field # 4	1.50	\$50.00	\$100.00	\$207.00	\$300.00	\$300.00	\$60.00	\$100.00	\$270.00	\$100.00		
City Center Softball Field # 5	1.50	\$50.00	\$100.00	\$207.00	\$300.00	\$300.00	\$60.00	\$100.00	\$270.00	\$100.00		
City Center Soccer Field	2.50	\$100.00	\$100.00	\$507.00	\$700.00	\$500.00	\$100.00	\$100.00	\$270.00	\$100.00		
Southwest Soccer Complex (Multi Purpose Field)	7.00	\$275.00	\$400.00	\$1,400.00	\$1,771.00	\$1,771.00	\$170.00	\$675.00	\$1,300.00	\$200.00		
Conest Park Softball Field # 1	2.50	\$50.00	\$100.00	\$507.00	\$700.00	\$500.00	\$100.00	\$100.00	\$270.00	\$100.00		
Conest Park Softball Field # 2	2.50	\$50.00	\$100.00	\$507.00	\$700.00	\$500.00	\$100.00	\$100.00	\$270.00	\$100.00		
Conest Park Softball Field # 3	2.50	\$50.00	\$100.00	\$507.00	\$700.00	\$500.00	\$100.00	\$100.00	\$270.00	\$100.00		
Conest Park Softball Field # 4	2.50	\$50.00	\$100.00	\$507.00	\$700.00	\$500.00	\$100.00	\$100.00	\$270.00	\$100.00		
Conest Park Multipurpose Field	1.32	\$33.00	\$66.00	\$270.00	\$344.00	\$344.00	\$68.80	\$100.00	\$270.00	\$100.00		
Conest Football Field	8.00	\$100.00	\$100.00	\$507.00	\$700.00	\$500.00	\$100.00	\$100.00	\$270.00	\$100.00		
Conest Tennis Complex (Multi Purpose Field)	8.00	\$100.00	\$100.00	\$507.00	\$700.00	\$500.00	\$100.00	\$100.00	\$270.00	\$100.00		
Silver Creek Rd. Softball Field #1	1.32	\$33.00	\$66.00	\$270.00	\$344.00	\$344.00	\$68.80	\$100.00	\$270.00	\$100.00		
Spruce Creek Rd. Softball Field #1	1.50	\$37.50	\$75.00	\$307.50	\$410.00	\$410.00	\$82.00	\$100.00	\$270.00	\$100.00		
Spruce Creek Rd. Softball Field #2	1.50	\$37.50	\$75.00	\$307.50	\$410.00	\$410.00	\$82.00	\$100.00	\$270.00	\$100.00		
		\$1,074.00	\$3,009.00	\$8,924.00	\$11,172.00	\$10,865.00	\$1,074.00	\$5,375.00	\$7,734.00	\$4,467.00		
PART B												
Location with Zoysia Turfgrass per Specifications	APPROX ACREAGE	COST OF COMPLETE FERTILIZER PER LOCATION	COST OF SLOW RELEASE FERTILIZER PER LOCATION	COST OF IRON WITH OR WITHOUT A MICRONUTRIENT MIC APPLICATION PER LOCATION	COST OF PRE-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF POST-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF HUNTING BUGS TREATMENT PER LOCATION	COST OF FALL ARMYWORMS TREATMENT PER LOCATION	COST OF TROPICAL SOD WEBWORMS TREATMENT PER LOCATION	COST OF PHYTHIUM ROOT ROT TREATMENT PER LOCATION		
Bivert Park	1.50	\$156.00	\$155.00	\$107.00	\$88.00	\$270.00	\$213.00	\$213.00	\$213.00	\$375.00		
		\$533.58.00								\$134.00		
		\$1,884.00										
		\$555,482.00										
PART C												
NEW BERMUDA GRASS LOCATIONS COST PER ADDITIONAL 1.0 ACRE WORK - SEPARATE LINE ITEM		COST OF GROWTH REGULATOR TREATMENT PER LOCATION	COST OF RUSTSTAR TREATMENT PER LOCATION	COST OF TOP CHOICE TREATMENT PER LOCATION	COST OF CHIRCO TREATMENT PER LOCATION	COST OF INSECTICIDE TREATMENT PER LOCATION	COST OF FUNGICIDE TREATMENT PER LOCATION	COST OF HERBICIDE TREATMENT PER LOCATION	COST OF FERTILIZATION TREATMENT PER LOCATION			
NEW BERMUDA GRASS LOCATIONS COST PER ADDITIONAL 1.0 ACRE WORK - SEPARATE LINE ITEM	\$147.00	\$50.00	\$165.00	\$245.00	\$340.00	\$115.00	\$125.00	\$112.00	\$105.00			
NEW BERMUDA GRASS LOCATIONS COST PER ADDITIONAL 1.0 ACRE WORK - SEPARATE LINE ITEM	\$205.00	\$155.00	\$215.00	\$320.00	\$223.00	\$105.00	\$100.00	\$100.00	\$100.00			
PART D												
NEW ZOYSIA TURFGRASS LOCATIONS COST PER ADDITIONAL NEW 50 ACRE WORK - SEPARATE LINE ITEM		COST OF COMPLETE FERTILIZER PER LOCATION	COST OF SLOW RELEASE FERTILIZER PER LOCATION	COST OF IRON WITH OR WITHOUT A MICRONUTRIENT MIC APPLICATION PER LOCATION	COST OF PRE-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF POST-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF HUNTING BUGS TREATMENT PER LOCATION	COST OF FALL ARMYWORMS TREATMENT PER LOCATION	COST OF TROPICAL SOD WEBWORMS TREATMENT PER LOCATION	COST OF PHYTHIUM ROOT ROT TREATMENT PER LOCATION		
NEW ZOYSIA TURFGRASS LOCATIONS COST PER ADDITIONAL NEW 1.0 ACRE WORK - SEPARATE LINE ITEM	\$115.00	\$100.00	\$115.00	\$140.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00	\$115.00		
NEW ZOYSIA TURFGRASS LOCATIONS COST PER ADDITIONAL NEW 1.0 ACRE WORK - SEPARATE LINE ITEM	\$174.00	\$100.00	\$170.00	\$205.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00		

SECTION 3 - SCOPE OF WORK

SPECIFICATIONS

The following is a General Scope of Work of services to provide Pest Control and Fertilizing Service for Athletic Fields. Services shall be performed in accordance with standards set by the Institute of Food and Agricultural Services of the University of Florida. All materials shall be applied in accordance with the product label. NOTE: All work shall be conducted in strict accordance with licensing (Florida Pest Control Act, Chapter 482 Florida Statutes) and principles of turf grass management. All proposers shall have an active Lawn and Ornamental license from the Florida Department of Agriculture and Consumer Services, Bureau of Entomology & Pest Control.

EQUIPMENT: Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work.

No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (i.e. ruts, skid marks, or tears, etc.).

1. Scope

- a. Contractor shall furnish all material, chemicals, equipment, travel, and labor to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at City of Port Orange athletic field locations.
- b. Chemical applications will include, but is not limited to all fertilizers, chemicals for control of mole crickets, ants, fleas, armyworms, ticks, white grubs, wireworms, chinch bugs, sod webworms, nematodes, spider mites, caterpillars, and aphids: fungus; leaf spot and pythium; broadleaf weeds, grassy weeds, and sedges.
- c. "Control of" shall be defined as no more than one occurrence of any manifestation during the season, or a minimum of 4 months. Any subsequent occurrences during the season will be treated by the Contractor until eliminated at no additional charge to the City.

2. Background

- a. There are currently seven (7) scheduled service locations throughout the City. (See **Appendix B**, Locations and Service Schedule). Each location requires applications and service frequencies specific to its needs.
- b. Prior to submitting a bid Bidders should visit each site listed on **Appendix B**, to review the conditions under which it will be required to operate. Failure to do so will in no way relieve Contractor from providing any and all materials, labor, equipment or performing any work that may be required to carry out the requirements of this Agreement in accordance with the specifications contained herein.

3. Minimum Qualifications

At a minimum, Contractor shall meet the following qualifications:

- a. Where applicable, hold current Licenses for chemical application from State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office, under the provisions of Chapter 482. These shall include the Florida

Commercial Right-Of-Way Pesticide License, the Florida Limited Commercial Maintenance License, and the Pest Control Operator Certification in Turf and Ornamental.

- b. Be able to provide all services without the use of subcontractors.
- c. Provide evidence of financial stability and viability to fulfill the requirements of this agreement.
- d. Have the facilities, capabilities, equipment and staff to support services for the Term of Agreement.
- e. Have a minimum of three years' experience in the care of locally grown lawn grasses and landscape plants, and care of large athletic fields and parkland areas.
- f. Have a minimum of three years' experience in lawn pest, weed and vegetation control.
- g. Employ a minimum of two technicians holding current certification for application of chemicals by the Florida Department of Agriculture and Consumer Services.
- h. Be free from legal and regulatory matters which might prevent Contractor from fulfilling the requirements of this Agreement.

4. Minimum Requirements

- a. Be responsible for posting all required warning and information signs for the application of chemicals, as required by product label and applicable regulations.
- b. Provide a dedicated account manager, who is readily available to administer this Agreement on a day-to-day basis.
- c. Maintain the minimum insurance requirements for the Term of Agreement.
- d. Provide service personnel for the provision of services under this Agreement who are educated in the safe handling, transportation, application and disposal of chemicals and at a minimum, have and maintain the necessary training required by federal, state, and local regulations, including OSHA and EPA requirements.
- e. Provide service personnel for the provision of services under this Agreement who meet the City's background check requirements.
- f. Employ proven methods of pest control such as Integrated Pest Management (IPM) in order to protect people, properties, and the local environment.
- g. Be responsible for following all federal, state and local laws regarding hazardous chemicals, including the Environmental Protection Agency Title 40 Code of Federal Regulations and the product's label.
- h. Set up a service schedule that is designed to meet the City's requirements.
- i. Provide a detailed Report of Work and Inspection Record report after each service to the Parks Manager.
- j. Visit all new sites added to the servicing list during the Term of Agreement, prior to beginning work, and submit pricing, a recommended application schedule including types of chemicals, and specifications for each application to the Parks Manager.
- k. In compliance with Florida Occupational Health and Safety Statute Chapter 442, and before services are provided submit MSDS information to the Parks Department for all proposed chemicals to be used in treatment.
- l. Provide resolution of discrepancies in service and invoicing within five (5) business days of notification.
- m. Respond within five (5) business days to calls for unscheduled service and within 12 hours to calls for emergency service.
- n. Notify the City within five (5) business days of any changes in the account manager or other Contractor contact information.
- o. Perform scheduled service within five (5) business days of scheduled day. If unable to perform vendor shall reschedule with the department.

- p. Provide the dates for scheduled services for the initial six-month period of this Agreement to the City within ten (10) business days of execution of this Agreement and bi-annually thereafter.

5. Addition and Deletion of Service Locations

- a. The City reserves the right to add or delete regularly scheduled service locations at any time during the Term of Agreement without penalty.
- b. The City shall give Contractor ten (10) days written notice of any deletions of regularly scheduled service location. Billing for the deleted regularly scheduled service locations will end on the date services are terminated.

6. Bermuda Turfgrass Application Program

- a. All Bermuda Turfgrass applications are accounted for in **Appendix A** with the 12-month treatment plan.
- b. The vendor will be responsible for all granular fertilizer applications, as well as, the Topchoice mole cricket treatment. The costs of these applications are to be included in the "ATTACHMENT 1" ITB 21-04 Schedule of Unit Pricing.
- c. Weed Control: Contractor should include in the base price all herbicide applications necessary to control infestations of undesirable plants (broadleaf weeds, grassy weeds, and sedges) below threshold populations. All applications shall be made following recommendations contained in The University of Florida Pest Control Guides for Turfgrass Managers.
- d. Schedule and Application Rates: The Contractor shall apply pre-emergent herbicides as prescribed in **Appendix A**, and any post emergent treatments needed to keep undesirable plants at or below threshold levels in all Bermudagrass fields listed in **Appendix B**. The costs of these applications are to be included in the "ATTACHMENT 1" ITB 21-04 Schedule of Unit Pricing. All herbicide applications must comply with the manufacturer's recommendations for dilution and application. Contractor shall be responsible for monitoring weather conditions and either reschedule application or employ adjuvants as needed, to ensure that the manufacturer's minimum required contact times are met. Any reapplications of herbicide needed as a result of rainfall occurring during or immediately after application, shall be the responsibility of the Contractor, at no additional charge.
- e. Threshold for action: Contractor shall be required to provide treatments whenever the incidence of weeds exceeds acceptable threshold populations. Unacceptable threshold populations exist when there are more than two (2) broadleaf or grassy weeds per 100 square foot area on any portion of the field.
- f. Insect Control: Contractor shall apply insecticides at the times indicated in **Appendix A**, following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included in the "ATTACHMENT 1" ITB 21-04 Schedule of Unit Pricing. Contractor shall provide prior notice for all applications to coordinate with the programming scheduled for the fields.
- g. Quality Control: The Parks Department may randomly monitor application rates and sample diluted pesticides for independent lab analysis. The Parks Manager may visually inspect treated sites following supplemental applications for evidence of both dead and live insects. Should the lab or other analysis indicate that the rate of application is less than required, or the application was ineffective, Contractor shall be required to reapply the pesticide, at no additional cost to Port Orange.
- h. Fungicide Treatment: Contractor shall apply fungicides at the times indicated in **Appendix A**, following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included in the "ATTACHMENT 1" ITB 21-04 Schedule of Unit Pricing.

- i. Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work. No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (ruts, skid marks, or tears). Any equipment left on site overnight is the sole responsibility of the Contractor.
- j. All containers, packaging, and used materials are not to be disposed of on City property. Disposal of all containers and packaging is the responsibility of the Contractor.
- k. Contractor must perform their duties utilizing accepted and required OSHA safety equipment as required by EPA labeled products.

BERMUDA TURF: Shall be maintained at a 95% weed free level of controllable weeds. Controllable weeds shall include all broadleaf, grassy, and sedge weeds that can be suppressed or eradicated through single or multiple applications of selective, pre-emergent and post-emergent herbicides.

WEED CONTROL (Broadleaf and Grassy):

It shall be the Contractors responsibility to notify a designated City representative in order to schedule irrigation requirements. The standard for weed control will depend upon the type of turf grass and is designated below. Undesirable plants growing in the turf stand are to be considered weeds for eradication. Cultural conditions and fertility/insect control programs contribute greatly to the prevention of opportunistic weed growth.

Typical target weeds include but not limited to:

Broadleaf: Florida Pusley, Pennywort, Chickweed, Clover, and Spurge

Grassy: Crabgrass, Goose grass, Crows foot, Signal Grass, Torpedo grass, Smut grass, Bull Paspalum and Sandspur

Sedge: Yellow and Purple Nutsedge

A weed pest control program is prescribed to:

Effectively control infestations of undesirable plants (broadleaf, grassy weeds and sedges) at threshold limits.

Not extend beyond target pests resulting in discoloration or injury to turf stand.

Minimize hazards to human and non-target organisms.

Threshold for action: Unacceptable threshold populations exist when there are more than five (5) broadleaf weeds per 100 sq. ft. area and / or five (5) grassy or sedge weeds per 500 sq. ft. area.

The Parks Manager or designee and the awarded bidder shall conduct documented quarterly walkthroughs of each field to determine the fields that are at the required threshold for treatment.

Note: Because some "weeds" are perennial, repeat applications may be required. These recommendations will be on a field by field basis only with prior approval by Citystaff.

INSECT CONTROL

- A. One blanket application of Chipco Choice Fipronil product will be applied in late May, when the first signs of Nymphs appear. The field shall be closed at the time of application. The spray Technician shall activate the clock and ensure chemicals are thoroughly irrigated at least ½ inch. And retreat as needed at no additional cost to the City This will be at the discretion of the Parks Manager.
- B. Turf areas shall be checked bi-weekly, by the chemical maintenance company during the months of May through August with the remaining months to be checked on each visit for insect damage. Proper insecticides shall be applied based on latest recommendations from the Department of Agriculture. Any turf damage, due to improper chemical application and other vendor negligence, shall result in vendor replacement of damaged areas.
- C. Warning signs will be placed on fields with application date written on with an industrial marker. All containers used for mixing application will be removed from school property upon completion of job.
- D. A review (walk-thru inspection) will be conducted by Parks Department Representative and vendor on each visit to evaluate potential disease, pest and or weed damage. The contractor will set aside a time frame to communicate and document with Parks Department representative the needs of the city.

BERMUDA FERTILIZATION PROGRAM:

Fertilization is to be conducted quarterly to provide measured quantities of essential plant nutrients to maximize appearance, hasten wear recovery and improve the soil for favorable turf grass growth.

Rate of Application:	4 pounds of Nitrogen per 1,000 sq.ft.
Form of Fertilizer:	Granular, well formed, uniformed particle size blend
Fertilizer Analysis Ratio:	4:2:3 minimum w / Iron (Fe). No more than 50% "Quick Release" forms of Nitrogen. No more than 50% Water Insoluble Nitrogen (WIN) via Sulfur Coated Urea (SCU) or Synthetic Forms (IBDU, etc.). Fertilizer labels shall be made available to the City following application.

*Based on the amount of play supplementing with liquid fertilizer in the spray applications may be required?

The vendor will be responsible for the proper application of fertilizer. Frequency and composition of fertilizer applications will depend upon the type of turf grass and is designated below. Extra applications per written report may be required on weak and stressed fields.

[Remainder of this page left intentionally blank]

APPENDIX C

Zoysia Grass Schedule (Riverwalk)

Below are recommended guidelines and cannot apply to every situation. A soil test should be done to determine soil pH and what nutrients are available to the lawn. The cost of these Applications are to be included in the "ATTACHMENT 1" ITB 21-04 Schedule of Unit Pricing.

	J	F	M	A	M	J	J	A	S	O	N	D
FERTILIZER												
Fertilize with a complete fertilizer (NPK) after the chance of last frost, preferably with micronutrients and slow release potassium. A 2:1 or 1:1 ratio of nitrogen to potassium is the recommended. Use no more than 4 lbs of nitrogen a year per 1,000 sq ft and no more than 1 lb of nitrogen per application. Use 0.5 lb N/1,000 sq ft if it is a quick release product.												
Apply slow release nitrogen.												
Apply iron with or without a micronutrient mix herbicides												
HERBICIDES												
Apply pre-emergence herbicide when soil temps reach 65 °F (usually around March 1st or when air temp reaches the 70s for several days). Time the second application 60 days or according to label after 1st application.												
Apply post-emergence herbicide treatments as needed when temperatures are in appropriate range - read the label. Usually below 90°F and above 40°F . Spot treat only during summer and winter when grass is stressed.												
INSECTS												
Hunting Billbugs (present year-round, but most common in fall and winter - treat if necessary)												
Fall armyworms active (treat if necessary)												
Tropical sod webworms active (treat if necessary)												
DISEASES												
Pythium root rot can be active (treat if necessary)												
Large patch most likely to be active (treat if necessary; preventative treatments in Feb and Oct)												

Appendix A

Bermuda Turfgrass Application Program

Month	Insecticide	Prem. Herbicide	Fungicide	Herbicide
January	As Needed		As Needed	As Needed
February	As Needed		As Needed	As Needed
March	As Needed	Ronstar (H)	Treatment	As Needed
April	As Needed		Treatment	Treatment
May	Treatment	Topchoice (I)		Treatment
June	Treatment	Primo Growth	As Needed	Treatment
July	Treatment	Regulator Barricade (Pre-	As Needed	Treatment
August	Treatment	Primo Growth Regulator	Treatment	Treatment
September	Treatment		Treatment	Treatment
October	As Needed		As Needed	Treatment
November	As Needed		As Needed	As Needed
December	As Needed		As Needed	As Needed

Includes: City Center ballfields 1,2,3,4 and soccer field, Southwinds soccer fields, Coraci ballfields 1,2, 3, 4, Coraci Multipurpose field football field Creekside Middle Athletic Fields, Silver Sands football field, Spruce Creek Rd. Park ballfields 1, 2

*Zoysia Grass is on a different schedule

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Appendix B

Service Locations in Port Orange, Florida

1. City Center Complex 5 softball fields, 1 multi-purpose field – 9 Acres
4609 City Center Drive
2. Southwinds Soccer complex 1 multi-purpose field – 5.75 Acres
1200 Richel Dr.
3. Coraci Park 4 softball fields,
5200 Coraci Blvd. 1 multi-purpose field 1 football field – 16 Acres
4. Creekside Middle Athletic Field 1 multi- purpose field – 7.5 Acres
6751 Airport Rd.
5. Silver Sands Football Field 1 Football field – 2.25 Acres
1300 Herbert St.
6. Spruce Creek Rd. Fields 2 baseball fields – 3.5 Acres
481 Central Park Blvd.
7. Riverwalk Park 1 multi-purpose field – 1.5 Acres
3441 S. Ridgewood Ave.

TOTAL ACRES = 45.5 Acres

End of Specifications

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CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM NO. # 1

February 19, 2021

ITB #21-04 Athletic Field Pest Control and Fertilization Services

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 27, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

The following completely replaces Minimum Qualifications, **item A**, pages 12-13 and now shall read in its entirety:

"Where applicable, hold current Licenses for chemical application from State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office, under the provisions of Chapter 487, applications made to athletic fields are under the Florida Pesticide Law (Chapter 487) of Florida Statutes, along with Chapters 5E-2 and 5E-9 of the Florida Administrative Code. The licensee is required to be certified in the Ornamental and Turf Pest Control category.

Licensee's working under chapter 487 are only required to have an applicator's license when applying a restricted use pesticide. The use of restricted use pesticides for athletic fields require the Commercial Ornamental and Turf Pest Control License".

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

Question No.1: Is the scope-of-work/locations to be serviced the same as the previous contract?

ANSWER: Scope of services is the same except for a Curfew application included in the previous contract is not included in ITB 21-04. Also, one additional location, Riverwalk Park, is added in ITB 21-04 to receive services". Please refer to page 17 of the solicitation for the Riverwalk services.

In all other respects, except as specifically stated herein, the subject ITB #21-04 Athletic Field Pest Control and Fertilization Services remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org



NOTICE OF INTENT TO AWARD

**ITB #21-04 Athletic Field Pest
Control and Fertilization Services
March 22, 2021**

On March 3, 2021, Purchasing received five (5) bids for ITB #21-04 Athletic Field Pest Control and Fertilization Services.

After review of the bids submitted, City Staff has made its recommendation to award to the lowest bidder, Lake Jem Farms of Tavares, FL, for the Total Bid Amount of \$55,482.00.

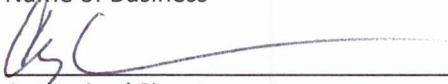
Recommendation to award will be presented for City Council approval on April 20, 2021.

**Michael Hall
Purchasing Agent**

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- UG Form 7.2 – Vendor’s Acknowledgement
- UG Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- UG Form 7.4 – Drug Free Preference Statement
- UG Form 7.5 – Public Entity Crimes Statement
- UG Form 7.6 – Affidavit of Anti-Collusion
- UG Form 7.7– Statement of Vendor’s Qualifications
- UG Form 7.8 – Professional References for Previous Experience
- UG Form 7.9 – Listing of Subcontractors
- UG Form 7.10 – Local Business Affidavit of Eligibility
- UG Attachment 1 – Bid Proposal
- UG Copy of Licenses (Contractor, Sunbiz, etc.)
- UG Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Lake Jem Farms
Name of Business

Authorized Signature
March 1, 2021
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid 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 proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid 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 Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid 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 ITB; 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 ITB.

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 Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

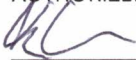
NAME OF BUSINESS

Lake Jem farms

MAILING ADDRESS

862 South Duncan Dr

AUTHORIZED SIGNATURE

 CEO

CITY, STATE & ZIP CODE

Tavares, FL 32778

NAME, TITLE, TYPED

Corey Warner CEO

TELEPHONE NUMBER / FAX NUMBER

352-383-7196

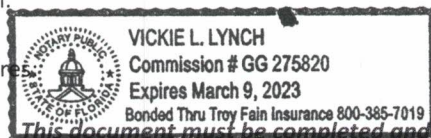
FEDERAL IDENTIFICATION # 59-3499937

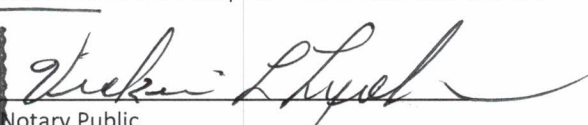
E-MAIL ADDRESS

STATE OF Florida COUNTY OF Lake

The foregoing instrument was acknowledged before me this day of March 2, 2021 by Corey Warner, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires




Notary Public

FORM 7.3 – 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 # 1 Date: 02.26.21 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."

Lake Jem Farms, LLC

Name of Business

By: Michelle Garretson
Printed Name: Michelle Garretson
Title: Contracting and Compliance Manager

STATE OF Florida
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me this 2nd day of March, 2021 by
Michelle Garretson, as Contracting & Comp Mgr of
(NAME) (TITLE)
Lake Jem Farms and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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

Vickie Lynch
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – 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.

Lake Jem Farms, LLC

Name of Business

By: [Signature]

Printed Name: Corey Warner

Title: CEO

STATE OF Florida

COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me this 2nd day of March, 2021, by Corey Warner, as CEO of

Lake Jem Farms (NAME) (TITLE) and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

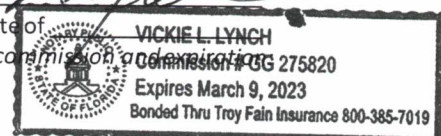
☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration



FORM 7.5 – SWORN STATEMENT UNDER SECTION 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 Corey Warner, who, being by me first duly sworn, made the following statement:

1. The business address of Lake Jem Farms, LLC (name of Offeror or business) is 862 South Duncan Drive Tavares, FL 32778.
2. My relationship to Lake Jem Farms, LLC (name of Offeror or business) is CEO (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 NONE. 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.)**

Lake Jem Farms, LLC
Name of Business
By: [Signature]
Printed Name: Corey Warner
Title: CEO

STATE OF Florida
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me this 2nd day of March, 2021, by Corey Warner, as CEO of Lake Jem Farms and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:
VICKIE L. LYNCH
Commission # GG 275820
Expires March 9, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID 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 VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Lake Jem Farms

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

PRINTED SIGNATURE: Corey Warner

TITLE: CEO

ADDRESS: 862 S. Duncan Dr

CITY: Tavares STATE: FL ZIP CODE: 32778

TELEPHONE: 352-383-7196 FAX: _____

COMPLETION TIME: Feb. 26 2021 2:50

F.E.I.N. NUMBER: 59-3499937

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Lake Jem Farms

Name of Business

By: _____

Printed Name: Corey Warner

Title: CEO

STATE OF Florida
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me this 2nd day of March, 2021, by
Corey Warner, as CEO
of Lake Jem Farms and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification

***This document must be completed
and returned with your Submittal***

Notary Public, State of _____

Printed, typed or stamped name,
commission and expiration



- A. Lake Jem Farms
- B. 862 S. Duncan Dr Tavares FL 32778
- C. AUGUST 1, 1999
- D. Florida
- E. 22 YEARS
- F. Montverde Academy \$409481.25, July 2023
- G. Sod Growers, installers, ornamental, sod, tree and plant Fertilizer and Pest Control
- H. No
- I. No
- J. The City of Orlando Athletic Field Treatment - \$254,235.00
- K. Smithco Spray Star Boom Sprayer, Z-Spray Max, John Deere R39 Tractor, Vicon Large Cap Spreader, Titan Core Aerator, Toro 3500 Topdresser, John Deere Gator Spray Tank Unit, Ford F450.
- L. 32 years Green Industry Experience in Sports Turf and Ornamental Care.
- M. Many years in the Agriculture business.
- N. \$689K
- O. Commercial Banking 88 E. Broad Street Columbus, OH 43215 Chad Nugen 740-602-1524
- P. No

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: Creative Walls and Landscaping
Contact Person: Chad Swaggerty
City, State: Tavares, FL
Telephone Number: 407-415-9417
Email Address: cswaggerty@creativewallsandlandscaping.com
Description of goods or
Services provided: Fertilizer and Pest Control Services
Contract Amount: \$500,000
Start/End Date of Contract: September 2020 On going
2. Company Name: Montverde Academy
Contact Person: Bill Moore
City, State: Montverde Florida
Telephone Number: 407-469-2561
Email Address: bill.moore@montverde.org
Description of goods or
Services provided: Fertilizer and Pest Control
Contract Amount: \$136,400
Start/End Date of Contract: July 2020
3. Company Name: Annunciation Church
Contact Person: Mark McLaughlin
City, State: Altamonte Springs Florida
Telephone Number: 407-869-9472
Email Address: MMcLaughlin@annunciationorlando.org
Description of goods or
Services provided: Fertilizer and Pest Control
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

(Form 7.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The City reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided goods or services equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Mark McLaughlin	407-869-9472	N	3	Monthly lawn and ornamental fertilizer and pest control.
2	Bill Moore	407-469-2561	Y	1	Monthly lawn and ornamental fertilizer and pest control.
3	Michael Wilson	407-246-2897	N	1	Monthly lawn and ornamental fertilizer and pest control.

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary. Please mark N/A for nosubcontractors.

Subcontractor No. 1

Name: NONE

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – 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): 21-04BUSINESS NAME: Lake Jem FarmsCONTACT PERSON/TITLE: Dave Espey GM Agronomic DivisionMAILING ADDRESS: 862 S. Duncan DrCITY-STATE-ZIP: Tavares, FLLength of Time at Address Provided: 3 yearsPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 59-349937BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 352-383-7186

FAX: _____

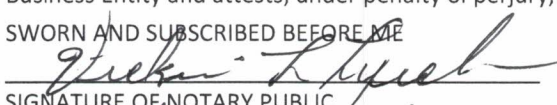
EMAIL: despey@lakejemfarms.com**ATTESTATION – I understand that:**

- 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.

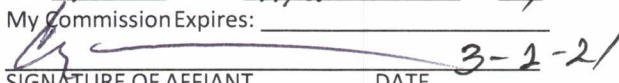
****Please attach a valid business tax receipt, or other such documentation****

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

SWORN AND SUBSCRIBED BEFORE ME

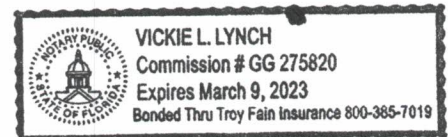

 SIGNATURE OF NOTARY PUBLIC
THIS 2nd DAY OF March, 2021

My Commission Expires: _____


 SIGNATURE OF AFFIANT DATE 3-2-21
Corey Warner CEO
 PRINTED NAME OF AFFIANT / TITLE

Lake Jem Farms LLC
 COMPANY

NOTARY SEAL

***This document must be completed and returned with your Submittal***



"ATTACHMENT 1" TFB 3.04 SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
TFB 21.04
ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES
Completed "Attachment 1" Schedule of Unit Pricing Bid Form MUST be included with Bid Submission
Instruction to save Attachment from Demandstar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.

NAME OF BUSINESS:
CONTACT PERSON:
EMAIL ADDRESS:
AUTHORIZED SIGNATURE:

PART A		COST OF BARRICADE TREATMENT PER LOCATION	COST OF PRIMO GROWTH REGULATOR TREATMENT PER LOCATION	COST OF RUNSTAR TREATMENT PER LOCATION	COST OF TOP CHOICE TREATMENT PER LOCATION	COST OF CHIPCO INSECTICIDE TREATMENT PER LOCATION	COST OF FUNGICIDE TREATMENT PER LOCATION	COST OF HERBICIDE TREATMENT PER LOCATION	COST OF FERTILIZATION TREATMENT PER LOCATION
All Locations with Bermuda Turfgrass per Specifications		APPROX ACREAGE							
City Center Softball Field # 1	2.00	\$50.00	\$180.00	\$410.00	\$520.00	\$506.00	\$60.00	\$250.00	\$288.00
City Center Softball Field # 2	2.50	\$18.00	\$195.00	\$307.00	\$590.00	\$580.00	\$48.00	\$780.00	\$138.00
City Center Softball Field # 3	2.50	\$18.00	\$195.00	\$307.00	\$590.00	\$580.00	\$48.00	\$780.00	\$138.00
City Center Softball Field # 4	1.50	\$38.00	\$180.00	\$265.00	\$280.00	\$260.00	\$30.00	\$180.00	\$164.00
City Center Softball Field # 5	1.50	\$38.00	\$180.00	\$265.00	\$280.00	\$260.00	\$30.00	\$180.00	\$164.00
City Center Soccer Field	2.50	\$60.00	\$175.00	\$512.00	\$600.00	\$600.00	\$42.00	\$275.00	\$260.00
Southwind Soccer Complex (Multi Purpose Field)	7.00	\$175.00	\$490.00	\$1,418.00	\$1,800.00	\$1,771.00	\$179.00	\$1,118.00	\$738.00
Conest Park Softball Field # 1	2.50	\$60.00	\$175.00	\$512.00	\$600.00	\$600.00	\$42.00	\$275.00	\$260.00
Conest Park Softball Field # 2	2.50	\$60.00	\$175.00	\$512.00	\$600.00	\$600.00	\$42.00	\$275.00	\$260.00
Conest Park Softball Field # 3	2.50	\$60.00	\$175.00	\$512.00	\$600.00	\$600.00	\$42.00	\$275.00	\$260.00
Conest Park Softball Field # 4	2.50	\$60.00	\$175.00	\$512.00	\$600.00	\$600.00	\$42.00	\$275.00	\$260.00
Conest Park Multipurpose Field	1.32	\$33.00	\$90.00	\$270.00	\$344.00	\$334.00	\$33.00	\$248.00	\$137.00
Conest Football Field	8.00	\$33.00	\$90.00	\$270.00	\$344.00	\$334.00	\$33.00	\$248.00	\$137.00
Conest Softball Field (Multi Purpose Field)	1.32	\$33.00	\$90.00	\$270.00	\$344.00	\$334.00	\$33.00	\$248.00	\$137.00
Silver Springs Softball Field	1.32	\$33.00	\$90.00	\$270.00	\$344.00	\$334.00	\$33.00	\$248.00	\$137.00
Spruce Creek Rd. Softball Field # 1	1.50	\$105.00	\$300.00	\$802.00	\$900.00	\$890.00	\$88.00	\$575.00	\$156.00
Spruce Creek Rd. Softball Field # 2	1.50	\$105.00	\$300.00	\$802.00	\$900.00	\$890.00	\$88.00	\$575.00	\$156.00
		\$1,074.00	\$3,009.00	\$8,924.00	\$11,172.00	\$10,865.00	\$1,074.00	\$5,375.00	\$4,467.00

PART B		COST OF COMPLETE FERTILIZER PER LOCATION	COST OF SLOW RELEASE FERTILIZER PER LOCATION	COST OF IRON WITH OR WITHOUT A MICRONUTRIENT MIC APPLICATION PER LOCATION	COST OF PRE-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF POST-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF HUNTING BUGS TREATMENT PER LOCATION	COST OF FALL ARMYWORMS TREATMENT PER LOCATION	COST OF TROPICAL SOD WEBWORMS TREATMENT PER LOCATION	COST OF LARGE PATCH TREATMENT PER LOCATION
Location with Zoysia Turfgrass per Specifications		APPROX ACREAGE								
Riverwalk	1.50	\$156.00	\$125.00	\$13.75	\$38.00	\$270.00	\$213.00	\$213.00	\$413.00	\$124.00
BASE BID "PART A"		\$53,598.00								
BASE BID "PART B"		\$1,884.00								
TOTAL BASE BID: "PART A" - "PART B"		\$55,482.00								

PART C		COST OF PRIMO GROWTH REGULATOR TREATMENT PER LOCATION	COST OF RUNSTAR TREATMENT PER LOCATION	COST OF TOP CHOICE TREATMENT PER LOCATION	COST OF CHIPCO INSECTICIDE TREATMENT PER LOCATION	COST OF FUNGICIDE TREATMENT PER LOCATION	COST OF HERBICIDE TREATMENT PER LOCATION	COST OF FERTILIZATION TREATMENT PER LOCATION
NEW BERMUDA GRASS LOCATIONS COST PER ADDITIONAL .50 ACRE WORK - SEPARATE LINE ITEM		\$47.00	\$165.00	\$245.00	\$115.00	\$125.00	\$112.00	\$405.00
NEW BERMUDA GRASS LOCATIONS COST PER ADDITIONAL 1.0 ACRE WORK - SEPARATE LINE ITEM		\$205.00	\$218.00	\$320.00	\$185.00	\$180.00	\$185.00	\$480.00

PART D		COST OF COMPLETE FERTILIZER PER LOCATION	COST OF SLOW RELEASE FERTILIZER PER LOCATION	COST OF IRON WITH OR WITHOUT A MICRONUTRIENT MIC APPLICATION PER LOCATION	COST OF PRE-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF POST-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF HUNTING BUGS TREATMENT PER LOCATION	COST OF FALL ARMYWORMS TREATMENT PER LOCATION	COST OF TROPICAL SOD WEBWORMS TREATMENT PER LOCATION	COST OF LARGE PATCH TREATMENT PER LOCATION
NEW ZOYSIA TURFGRASS LOCATIONS COST PER ADDITIONAL NEW .50 ACRE WORK - SEPARATE LINE ITEM		\$115.00	\$125.00	\$160.00	\$115.00	\$115.00	\$115.00	\$115.00	\$160.00	\$116.00
NEW ZOYSIA TURFGRASS LOCATIONS COST PER ADDITIONAL NEW 1.0 ACRE WORK - SEPARATE LINE ITEM		\$275.00	\$170.00	\$265.00	\$180.00	\$180.00	\$180.00	\$180.00	\$265.00	\$180.00



David W. Jordan ★ Lake County Tax Collector

I am pleased to share the unanimous decision of the Lake County Board of County Commissioners to repeal the Lake County Business Tax Receipt requirement. Effective May 19, 2020, the Board passed an ordinance which eliminates the need for businesses to acquire and renew a Business Tax Receipt. As a result, you are no longer required to renew your Lake County Business Tax Receipt.

However, if your business operates within a municipality and you are currently required to have a Business Tax Receipt, please follow the requirements established by the respective municipality's ordinance.

The Tax Collector's Office has been responsible for the collection of this tax. I commend the Board's decision to eliminate this tax burden on our local businesses. This change not only affords a savings to our business community, but it also demonstrates the Board's pro-business position.

Thank you!

Commissioner Leslie Campione, District 4 – Chair
Commissioner Wendy Breeden, District 3 – Vice Chair
Commissioner Tim Sullivan, District 1
Commissioner Sean Parks, District 2
Commissioner Josh Blake, District 5

In service,

David W. Jordan

David W. Jordan
Lake County Tax Collector

LAKE COUNTY BUSINESS TAX RECEIPT	
EXPIRES SEPTEMBER 30, 2020	
BUSINESS EXAMPLE LAKE COUNTY BUSINESS	ACCT NO. 12345
123 MAIN STREET	TYPE OF BUSINESS EXAMPLE PROFESSION
MICKEY DE	Receipt # 2019-1234567
123 EXAMPLE STREET LAKE COUNTY, FL 32778	Paid 05/19/2020 0.00
THIS IS NOT A BILL	

Detail by Entity Name

Florida Limited Liability Company
LAKE JEM FARMS, LLC

Filing Information

Document Number	L19000218702
FEI/EIN Number	59-3499937
Date Filed	09/03/2019
Effective Date	03/13/1998
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/09/2019
Event Effective Date	NONE

Principal Address

862 S DUNCAN DR
TAVARES, FL 32779

Mailing Address

862 S DUNCAN DR
TAVARES, FL 32779

Registered Agent Name & Address

WARNER, COREY L
862 S DUNCAN DR
TAVARES, FL 32779

Authorized Person(s) Detail

Name & Address

Title AMBR

LJF ORLANDO, LLC
862 S DUNCAN DRIVE
TAVARES, FL 32778

Annual Reports

Report Year	Filed Date
2020	01/20/2020
2021	02/22/2021

Document Images

02/22/2021 -- ANNUAL REPORT	View image in PDF format
01/20/2020 -- ANNUAL REPORT	View image in PDF format
12/09/2019 -- LC Amendment	View image in PDF format
09/03/2019 -- Florida Limited Liability	View image in PDF format



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM NO. # 1

February 19, 2021

ITB #21-04 Athletic Field Pest Control and Fertilization Services

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 27, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

The following completely replaces Minimum Qualifications, **item A**, pages 12-13 and now shall read in its entirety:

"Where applicable, hold current Licenses for chemical application from State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office, under the provisions of Chapter 487, applications made to athletic fields are under the Florida Pesticide Law (Chapter 487) of Florida Statutes, along with Chapters 5E-2 and 5E-9 of the Florida Administrative Code. The licensee is required to be certified in the Ornamental and Turf Pest Control category.

Licensee's working under chapter 487 are only required to have an applicator's license when applying a restricted use pesticide. The use of restricted use pesticides for athletic fields require the Commercial Ornamental and Turf Pest Control License".

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

Question No.1: Is the scope-of-work/locations to be serviced the same as the previous contract?

ANSWER: Scope of services is the same except for a Curfew application included in the previous contract is not included in ITB 21-04. Also, one additional location, Riverwalk Park, is added in ITB 21-04 to receive services". Please refer to page 17 of the solicitation for the Riverwalk services.

In all other respects, except as specifically stated herein, the subject ITB #21-04 Athletic Field Pest Control and Fertilization Services remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES ITB #21-04



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: January 27, 2021

Bid Due Date & Time: March 3, 2021 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #21-04

ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #21-04 **ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES**. Bids 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 March 3, 2021** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms to deem the Bidder responsive or non-responsive. Bid will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at **2:00 P.M.** (local time) on **February 10, 2021** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

DESCRIPTION: The City of Port Orange is soliciting sealed bids from vendors to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at City of Port Orange athletic field locations.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to the Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #21-04 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES"** in the subject line. Last day for questions will be **February 17, 2021 at 5:00 P.M.**

All Bidders 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 bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

No Bids 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 Bids, to waive any and all non- substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in PDF format, addressed to Joseph Castro, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #21-04 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES"**.

Joseph Castro

Buyer

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN

SEALED BID NO. ITB #21-04

BID TITLE: ATHLETIC FIELD PEST CONTROL AND
FERTILIZATION SERVICES

DUE DATE/TIME: March 3, 2021 at 2:30 P.M.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: City of Port Orange City Clerk's Office
Attn: Joseph Castro
Buyer
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 Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for Pest Control and Fertilization services for the City of Port Orange athletic field locations.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder'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 ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

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

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution.....January 27, 2021
Non-Mandatory Pre-Bid Conference February 10, 2021 at 2:00 P.M.
Deadline for Questions:February 17, 2021 by 5:00P.M.
Final Addendum Posting: February 24, 2021 by 5:00P.M.
Bids Due: March 3, 2021 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award..... To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) 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 Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids 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 bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

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

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

PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Non-Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference “**ITB #21-04 ATHLECTIC FIELD PEST CONTROL AND FERTILIZATION SERVICES**” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro
Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org
or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB 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 Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and DemandStar websites. www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITB 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 ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award.

MINIMUM QUALIFICATIONS:

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

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. 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 ITB. 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 Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB 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 Bid 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 (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 nonresponsive 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 (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.

REJECTION OF BIDS:

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

BIDS 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.

REQUIRED DOCUMENTS FOR AWARDED BIDDER:

The awarded Bidder shall return all of the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

[Remainder of this page left intentionally blank]

SECTION 3 - SCOPE OF WORK

SPECIFICATIONS

The following is a General Scope of Work of services to provide Pest Control and Fertilizing Service for Athletic Fields. Services shall be performed in accordance with standards set by the Institute of Food and Agricultural Services of the University of Florida. All materials shall be applied in accordance with the product label. NOTE: All work shall be conducted in strict accordance with licensing (Florida Pest Control Act, Chapter 482 Florida Statutes) and principles of turf grass management. All proposers shall have an active Lawn and Ornamental license from the Florida Department of Agriculture and Consumer Services, Bureau of Entomology & Pest Control.

EQUIPMENT: Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work.

No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (i.e. ruts, skid marks, or tears, etc.).

1. Scope

- a. Contractor shall furnish all material, chemicals, equipment, travel, and labor to provide chemical applications for fertilization and control of lawn pests, weeds, and vegetation at City of Port Orange athletic field locations.
- b. Chemical applications will include, but is not limited to all fertilizers, chemicals for control of mole crickets, ants, fleas, armyworms, ticks, white grubs, wireworms, chinch bugs, sod webworms, nematodes, spider mites, caterpillars, and aphids: fungus; leaf spot and pythium; broadleaf weeds, grassy weeds, and sedges.
- c. "Control of" shall be defined as no more than one occurrence of any manifestation during the season, or a minimum of 4 months. Any subsequent occurrences during the season will be treated by the Contractor until eliminated at no additional charge to the City.

2. Background

- a. There are currently seven (7) scheduled service locations throughout the City. (See **Appendix B**, Locations and Service Schedule). Each location requires applications and service frequencies specific to its needs.
- b. Prior to submitting a bid Bidders should visit each site listed on **Appendix B**, to review the conditions under which it will be required to operate. Failure to do so will in no way relieve Contractor from providing any and all materials, labor, equipment or performing any work that may be required to carry out the requirements of this Agreement in accordance with the specifications contained herein.

3. Minimum Qualifications

At a minimum, Contractor shall meet the following qualifications:

- a. Where applicable, hold current Licenses for chemical application from State of Florida Department of Agriculture and Consumer Services, Pesticide Certification Office, under the provisions of Chapter 482. These shall include the Florida

Commercial Right-Of-Way Pesticide License, the Florida Limited Commercial Maintenance License, and the Pest Control Operator Certification in Turf and Ornamental.

- b. Be able to provide all services without the use of subcontractors.
- c. Provide evidence of financial stability and viability to fulfill the requirements of this agreement.
- d. Have the facilities, capabilities, equipment and staff to support services for the Term of Agreement.
- e. Have a minimum of three years' experience in the care of locally grown lawn grasses and landscape plants, and care of large athletic fields and parkland areas.
- f. Have a minimum of three years' experience in lawn pest, weed and vegetation control.
- g. Employ a minimum of two technicians holding current certification for application of chemicals by the Florida Department of Agriculture and Consumer Services.
- h. Be free from legal and regulatory matters which might prevent Contractor from fulfilling the requirements of this Agreement.

4. Minimum Requirements

- a. Be responsible for posting all required warning and information signs for the application of chemicals, as required by product label and applicable regulations.
- b. Provide a dedicated account manager, who is readily available to administer this Agreement on a day-to-day basis.
- c. Maintain the minimum insurance requirements for the Term of Agreement.
- d. Provide service personnel for the provision of services under this Agreement who are educated in the safe handling, transportation, application and disposal of chemicals and at a minimum, have and maintain the necessary training required by federal, state, and local regulations, including OSHA and EPA requirements.
- e. Provide service personnel for the provision of services under this Agreement who meet the City's background check requirements.
- f. Employ proven methods of pest control such as Integrated Pest Management (IPM) in order to protect people, properties, and the local environment.
- g. Be responsible for following all federal, state and local laws regarding hazardous chemicals, including the Environmental Protection Agency Title 40 Code of Federal Regulations and the product's label.
- h. Set up a service schedule that is designed to meet the City's requirements.
- i. Provide a detailed Report of Work and Inspection Record report after each service to the Parks Manager.
- j. Visit all new sites added to the servicing list during the Term of Agreement, prior to beginning work, and submit pricing, a recommended application schedule including types of chemicals, and specifications for each application to the Parks Manager.
- k. In compliance with Florida Occupational Health and Safety Statute Chapter 442, and before services are provided submit MSDS information to the Parks Department for all proposed chemicals to be used in treatment.
- l. Provide resolution of discrepancies in service and invoicing within five (5) business days of notification.
- m. Respond within five (5) business days to calls for unscheduled service and within 12 hours to calls for emergency service.
- n. Notify the City within five (5) business days of any changes in the account manager or other Contractor contact information.
- o. Perform scheduled service within five (5) business days of scheduled day. If unable to perform vendor shall reschedule with the department.

- p. Provide the dates for scheduled services for the initial six-month period of this Agreement to the City within ten (10) business days of execution of this Agreement and bi-annually thereafter.

5. Addition and Deletion of Service Locations

- a. The City reserves the right to add or delete regularly scheduled service locations at any time during the Term of Agreement without penalty.
- b. The City shall give Contractor ten (10) days written notice of any deletions of regularly scheduled service location. Billing for the deleted regularly scheduled service locations will end on the date services are terminated.

6. Bermuda Turfgrass Application Program

- a. All Bermuda Turfgrass applications are accounted for in **Appendix A** with the 12-month treatment plan.
- b. The vendor will be responsible for all granular fertilizer applications, as well as, the Topchoice mole cricket treatment. The costs of these applications are to be included in the "ATTACHMENT 1" ITB 21-04 Schedule of Unit Pricing.
- c. Weed Control: Contractor should include in the base price all herbicide applications necessary to control infestations of undesirable plants (broadleaf weeds, grassy weeds, and sedges) below threshold populations. All applications shall be made following recommendations contained in The University of Florida Pest Control Guides for Turfgrass Managers.
- d. Schedule and Application Rates: The Contractor shall apply pre-emergent herbicides as prescribed in **Appendix A**, and any post emergent treatments needed to keep undesirable plants at or below threshold levels in all Bermudagrass fields listed in **Appendix B**. The costs of these applications are to be included in the "ATTACHMENT 1" ITB 21-04 Schedule of Unit Pricing. All herbicide applications must comply with the manufacturer's recommendations for dilution and application. Contractor shall be responsible for monitoring weather conditions and either reschedule application or employ adjuvants as needed, to ensure that the manufacturer's minimum required contact times are met. Any reapplications of herbicide needed as a result of rainfall occurring during or immediately after application, shall be the responsibility of the Contractor, at no additional charge.
- e. Threshold for action: Contractor shall be required to provide treatments whenever the incidence of weeds exceeds acceptable threshold populations. Unacceptable threshold populations exist when there are more than two (2) broadleaf or grassy weeds per 100 square foot area on any portion of the field.
- f. Insect Control: Contractor shall apply insecticides at the times indicated in **Appendix A**, following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included in the "ATTACHMENT 1" ITB 21-04 Schedule of Unit Pricing. Contractor shall provide prior notice for all applications to coordinate with the programming scheduled for the fields.
- g. Quality Control: The Parks Department may randomly monitor application rates and sample diluted pesticides for independent lab analysis. The Parks Manager may visually inspect treated sites following supplemental applications for evidence of both dead and live insects. Should the lab or other analysis indicate that the rate of application is less than required, or the application was ineffective, Contractor shall be required to reapply the pesticide, at no additional cost to Port Orange.
- h. Fungicide Treatment: Contractor shall apply fungicides at the times indicated in **Appendix A**, following manufacturer's recommendations for application. The cost of these scheduled pesticide applications are to be included in the "ATTACHMENT 1" ITB 21-04 Schedule of Unit Pricing.

- i. Only equipment designed for the performance of turf and landscape work described herein will be acceptable for operation. The equipment used shall be in good repair and operating condition at all times. Equipment shall meet all safety requirements as established for this type of work. No equipment shall be operated which damages pavement or causes mechanical damage to turf areas (ruts, skid marks, or tears). Any equipment left on site overnight is the sole responsibility of the Contractor.
- j. All containers, packaging, and used materials are not to be disposed of on City property. Disposal of all containers and packaging is the responsibility of the Contractor.
- k. Contractor must perform their duties utilizing accepted and required OSHA safety equipment as required by EPA labeled products.

BERMUDA TURF: Shall be maintained at a 95% weed free level of controllable weeds. Controllable weeds shall include all broadleaf, grassy, and sedge weeds that can be suppressed or eradicated through single or multiple applications of selective, pre-emergent and post-emergent herbicides.

WEED CONTROL (Broadleaf and Grassy):

It shall be the Contractors responsibility to notify a designated City representative in order to schedule irrigation requirements. The standard for weed control will depend upon the type of turf grass and is designated below. Undesirable plants growing in the turf stand are to be considered weeds for eradication. Cultural conditions and fertility/insect control programs contribute greatly to the prevention of opportunistic weed growth.

Typical target weeds include but not limited to:

Broadleaf: Florida Pusley, Pennywort, Chickweed, Clover, and Spurge

Grassy: Crabgrass, Goose grass, Crows foot, Signal Grass, Torpedo grass, Smut grass, Bull Paspalum and Sandspur

Sedge: Yellow and Purple Nutsedge

A weed pest control program is prescribed to:

Effectively control infestations of undesirable plants (broadleaf, grassy weeds and sedges) at threshold limits.

Not extend beyond target pests resulting in discoloration or injury to turf stand.

Minimize hazards to human and non-target organisms.

Threshold for action: Unacceptable threshold populations exist when there are more than five (5) broadleaf weeds per 100 sq. ft. area and / or five (5) grassy or sedge weeds per 500 sq. ft. area.

The Parks Manager or designee and the awarded bidder shall conduct documented quarterly walkthroughs of each field to determine the fields that are at the required threshold for treatment.

Note: Because some "weeds" are perennial, repeat applications may be required. These recommendations will be on a field by field basis only with prior approval by Citystaff.

INSECT CONTROL

- A. One blanket application of Chipco Choice Fipronil product will be applied in late May, when the first signs of Nymphs appear. The field shall be closed at the time of application. The spray Technician shall activate the clock and ensure chemicals are thoroughly irrigated at least ½ inch. And retreat as needed at no additional cost to the City This will be at the discretion of the Parks Manager.
- B. Turf areas shall be checked bi-weekly, by the chemical maintenance company during the months of May through August with the remaining months to be checked on each visit for insect damage. Proper insecticides shall be applied based on latest recommendations from the Department of Agriculture. Any turf damage, due to improper chemical application and other vendor negligence, shall result in vendor replacement of damaged areas.
- C. Warning signs will be placed on fields with application date written on with an industrial marker. All containers used for mixing application will be removed from school property upon completion of job.
- D. A review (walk-thru inspection) will be conducted by Parks Department Representative and vendor on each visit to evaluate potential disease, pest and or weed damage. The contractor will set aside a time frame to communicate and document with Parks Department representative the needs of the city.

BERMUDA FERTILIZATION PROGRAM:

Fertilization is to be conducted quarterly to provide measured quantities of essential plant nutrients to maximize appearance, hasten wear recovery and improve the soil for favorable turf grass growth.

Rate of Application:	4 pounds of Nitrogen per 1,000 sq.ft.
Form of Fertilizer:	Granular, well formed, uniformed particle size blend
Fertilizer Analysis Ratio:	4:2:3 minimum w / Iron (Fe). No more than 50% "Quick Release" forms of Nitrogen. No more than 50% Water Insoluble Nitrogen (WIN) via Sulfur Coated Urea (SCU) or Synthetic Forms (IBDU, etc.). Fertilizer labels shall be made available to the City following application.

*Based on the amount of play supplementing with liquid fertilizer in the spray applications may be required?

The vendor will be responsible for the proper application of fertilizer. Frequency and composition of fertilizer applications will depend upon the type of turf grass and is designated below. Extra applications per written report may be required on weak and stressed fields.

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APPENDIX C

Zoysia Grass Schedule (Riverwalk)

Below are recommended guidelines and cannot apply to every situation. A soil test should be done to determine soil pH and what nutrients are available to the lawn. The cost of these Applications are to be included in the "ATTACHMENT 1" ITB 21-04 Schedule of Unit Pricing.

	J	F	M	A	M	J	J	A	S	O	N	D
FERTILIZER												
Fertilize with a complete fertilizer (NPK) after the chance of last frost, preferably with micronutrients and slow release potassium. A 2:1 or 1:1 ratio of nitrogen to potassium is the recommended. Use no more than 4 lbs of nitrogen a year per 1,000 sq ft and no more than 1 lb of nitrogen per application. Use 0.5 lb N/1,000 sq ft if it is a quick release product.												
Apply slow release nitrogen.												
Apply iron with or without a micronutrient mix herbicides												
HERBICIDES												
Apply pre-emergence herbicide when soil temps reach 65 °F (usually around March 1st or when air temp reaches the 70s for several days). Time the second application 60 days or according to label after 1st application.												
Apply post-emergence herbicide treatments as needed when temperatures are in appropriate range - read the label. Usually below 90°F and above 40°F . Spot treat only during summer and winter when grass is stressed.												
INSECTS												
Hunting Billbugs (present year-round, but most common in fall and winter - treat if necessary)												
Fall armyworms active (treat if necessary)												
Tropical sod webworms active (treat if necessary)												
DISEASES												
Pythium root rot can be active (treat if necessary)												
Large patch most likely to be active (treat if necessary; preventative treatments in Feb and Oct)												

Appendix A

Bermuda Turfgrass Application Program

Month	Insecticide	Prem. Herbicide	Fungicide	Herbicide
January	As Needed		As Needed	As Needed
February	As Needed		As Needed	As Needed
March	As Needed	Ronstar (H)	Treatment	As Needed
April	As Needed		Treatment	Treatment
May	Treatment	Topchoice (I)		Treatment
June	Treatment	Primo Growth	As Needed	Treatment
July	Treatment	Regulator Barricade (Pre-	As Needed	Treatment
August	Treatment	Primo Growth Regulator	Treatment	Treatment
September	Treatment		Treatment	Treatment
October	As Needed		As Needed	Treatment
November	As Needed		As Needed	As Needed
December	As Needed		As Needed	As Needed

Includes: City Center ballfields 1,2,3,4 and soccer field, Southwinds soccer fields, Coraci ballfields 1,2, 3, 4, Coraci Multipurpose field football field Creekside Middle Athletic Fields, Silver Sands football field, Spruce Creek Rd. Park ballfields 1, 2

*Zoysia Grass is on a different schedule

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Appendix B

Service Locations in Port Orange, Florida

1. City Center Complex 5 softball fields, 1 multi-purpose field – 9 Acres
4609 City Center Drive
2. Southwinds Soccer complex 1 multi-purpose field – 5.75 Acres
1200 Richel Dr.
3. Coraci Park 4 softball fields,
5200 Coraci Blvd. 1 multi-purpose field 1 football field – 16 Acres
4. Creekside Middle Athletic Field 1 multi- purpose field – 7.5 Acres
6751 Airport Rd.
5. Silver Sands Football Field 1 Football field – 2.25 Acres
1300 Herbert St.
6. Spruce Creek Rd. Fields 2 baseball fields – 3.5 Acres
481 Central Park Blvd.
7. Riverwalk Park 1 multi-purpose field – 1.5 Acres
3441 S. Ridgewood Ave.

TOTAL ACRES = 45.5 Acres

End of Specifications

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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 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 the 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 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. **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 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 number 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 and City of Port Orange website, www.port-orange.org.

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 the response from the successful bidder, 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 the response from the successful bidder, 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 the request of the Purchasing Manager.

8. **AWARDS**

Results from the recommendation of the requesting departments evaluation will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB 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 sealed bid 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, or Purchase Order issued 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 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. 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.

- b. 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.
- 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 on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email 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 to 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 aforementioned 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

The vendor shall hold sole responsibility for any damages to the City's equipment or property, the workplace and its contents due to work, negligence in work, personnel and equipment. The vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

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 nonresponse 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. 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.

37. 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.

38. FACILITIES

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

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. INDEMNIFICATION/HOLD HARMLESS

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

48. 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 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 as arising as a result of any activity of the Bidder/Proposer or any activity of the

the Vendor's employees performed in connection with the Contract.

49. 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.

50. 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.

51. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
REQUIRED	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
REQUIRED	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is 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.
REQUIRED	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement 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	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. LITERATURE (if applicable):

If no brand, model or make is specified, Vendors shall submit 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.

58. 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) 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.

59. **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.

60. **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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

66. 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).

67. PATENTS/COPYRIGHTS

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

68. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid conference is required 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 non-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.

69. 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, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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.

70. 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.

71. 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.

72. 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.

73. 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.

74. 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.

75. 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.

76. 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.

77. 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.

78. 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.

79. 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.

80. 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.

81. RECORDS/AUDIT

(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.

82. RECYCLED MATERIALS

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

83. 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.)

84. 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.

85. 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.

86. RIGHT OF NEGOTIATION RFP/RFSQ/ITN (n/a for ITBs)

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

87. 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.

88. 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.

89. 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.

90. 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.

91. 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.

92. 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.

93. 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.

94. 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.

95. 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.

96. 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: Joseph Castro, Buyer, 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.

97. 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.

98. SUBCONTRACTING

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

99. 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.

100. 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.

101. 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.

102. TERMINATION CONVENIENCE – NOTICE

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.

103. 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.

104. 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.

105. 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.

106. 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.

107. 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.

108. 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.

109. 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)

110. 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.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM:

The initial term of the contract shall be one (1) year with two (1) one-year renewal options agreed upon by both parties.

ESCALATION / DE-ESCALATION

Subject to the conditions of this subsection, if, through no fault of Contractor, limited supplies or general inflation result in increased prices incurred by Contractor for the goods, supplies, materials, or equipment purchased pursuant to this Contract (collectively the “Goods”), after the first calendar year beginning on the Effective Date of the Contract, Contractor may request an increase in the prices paid by City; however, this shall not be construed in any way to increase vendor’s margin of profit. All written requests for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least One Hundred Twenty (120) days in advance of the requested effective date of the increase. Consideration of approval by the City shall be in accordance with Section 2-272, City of Port Orange, Florida, Code of Ordinances, prior to the increase taking place. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. The increase shall be contingent upon City appropriating sufficient funds to pay the increased price. Any price decline at the manufacturer’s level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

For continuing services contracts, rates, as agreed herein, shall remain firm for the initial twelve months of the Contract. After the first calendar year beginning on the Effective Date of the Contract, Contractor may request an increase in the rates paid by City; however, this shall not be construed in any way to increase vendor’s margin of profit. All written requests for a rate increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least One Hundred Twenty (120) days in advance of the requested effective date of the increase. Consideration of a rate increase shall be by City Council, unless otherwise stated in the Contract. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. The increase shall be contingent upon City appropriating sufficient funds to pay the increased price.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

LICENSES AND PERMITS

Contractor is responsible for all applicable local and state licenses, permits and fees.

NOTICE:

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City’s best interest, the City may utilize a cooperative contract in lieu of making an award.

WARRANTY:

The contractor will provide all warranties within the specifications and a warranty for labor, materials, and workmanship for duration of the agreement.

SAFETY:

Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all commercial spraying requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES:

It is the responsibility of the Contractor to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Listing of Subcontractors
- _____ Form 7.10 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Copy of Licenses (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid 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 proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid 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 Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid 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 ITB; 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 ITB.

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 Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID 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 7.3 – 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 7.4 – 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 _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.5 – SWORN STATEMENT UNDER SECTION 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 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID 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 VENDORS 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 Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

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.

***This document must be completed
and returned with your Submittal***

Notary Public, State of _____

Printed, typed or stamped name,
commission and expiration:

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The City reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided goods or services equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary. Please mark N/A for no subcontractors.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – 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 FranchiseAnd 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: _____

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.

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

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.

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

BID COST/FEE PROPOSAL:

 "ATTACHMENT 1" ITB 21-04 SCHEDULE OF UNIT PRICING BID FORM CITY OF PORT ORANGE ITB 21-04 ATHLETIC FIELD PEST CONTROL AND FERTILIZATION SERVICES Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission											
Instruction to save Attachment from DemandStar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically. Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated, if submitted electronically.											
NAME OF BUSINESS:											
CONTACT PERSON:											
EMAIL ADDRESS:											
AUTHORIZED SIGNATURE:											
"PART A"											
All Locations with Bermuda Turfgrass per Specifications	APROX ACREAGE	COST OF BARRICADE TREATMENT PER LOCATION	COST OF PRIMO GROWTH REGULATOR TREATMENT PER LOCATION	COST OF RONSTAR TREATMENT PER LOCATION	COST OF TOP CHOICE TREATMENT PER LOCATION	COST OF CHIPCO TREATMENT PER LOCATION	COST OF INSECTICIDE TREATMENT PER LOCATION	COST OF FUNGICIDE TREATMENT PER LOCATION	COST OF HERBICIDE TREATMENT PER LOCATION	COST OF FERTILIZATION TREATMENT PER LOCATION	
City Center Softball Field # 1	2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
City Center Softball Field # 2	1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
City Center Softball Field # 3	2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
City Center Softball Field # 4	1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
City Center Softball Field # 5	1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
City Center Soccer Field	2.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Southwinds Soccer Complex (Multi Purpose Field)	7.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Coraci Park Softball Field # 1	2.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Coraci Park Softball Field # 2	2.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Coraci Park Softball Field # 3	2.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Coraci Park Softball Field # 4	2.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Coraci Park Multipurpose Field	1.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Coraci Football Field	1.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Creekside Elementary (Multi Purpose Field)	8.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Silver Sands Football Field	1.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Spruce Creek Rd. Softball Field # 1	1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Spruce Creek Rd. Softball Field # 2	1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
"PART B"											
Location with Zoysia Turfgrass per Specifications	APROX ACREAGE	COST OF COMPLETE FERTILIZER PER LOCATION	COST OF SLOW RELEASE FERTILIZER PER LOCATION	COST OF IRON WITH OR WITHOUT A MICRONUTRIENT MIC HERBICIDES APPLICATION PER LOCATION	COST OF PRE-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF POST-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF HUNTING BUGS TREATMENT PER LOCATION	COST OF FALL ARMYWORMS TREATMENT PER LOCATION	COST OF TROPICAL SOD WEBWORMS TREATMENT PER LOCATION	COST OF PHYTHIUM ROOT ROT TREATMENT PER LOCATION	COST OF LARGE PATCH TREATMENT PER LOCATION
Riverwalk	1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BASE BID "PART A"	\$0.00										
BASE BID "PART B"	\$0.00										
TOTAL BASE BID: "PART A" + "PART B"	\$0.00										
"PART C"											
	COST OF BARRICADE TREATMENT PER LOCATION	COST OF PRIMO GROWTH REGULATOR TREATMENT PER LOCATION	COST OF RONSTAR TREATMENT PER LOCATION	COST OF TOP CHOICE TREATMENT PER LOCATION	COST OF CHIPCO TREATMENT PER LOCATION	COST OF INSECTICIDE TREATMENT PER LOCATION	COST OF FUNGICIDE TREATMENT PER LOCATION	COST OF HERBICIDE TREATMENT PER LOCATION	COST OF FERTILIZATION TREATMENT PER LOCATION		
NEW BERMUDA GRASS LOCATIONS COST PER ADDITIONAL .50 ACRE WORK - SEPARATE LINE ITEM	\$	\$	\$	\$	\$	\$	\$	\$	\$		
NEW BERMUDA GRASS LOCATIONS COST PER ADDITIONAL 1.0 ACRE WORK - SEPARATE LINE ITEM	\$	\$	\$	\$	\$	\$	\$	\$	\$		
"PART D"											
	COST OF COMPLETE FERTILIZER PER LOCATION	COST OF SLOW RELEASE FERTILIZER PER LOCATION	COST OF IRON WITH OR WITHOUT A MICRONUTRIENT MIC HERBICIDES APPLICATION PER LOCATION	COST OF PRE-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF POST-EMERGENT HERBICIDE TREATMENT PER LOCATION	COST OF HUNTING BUGS TREATMENT PER LOCATION	COST OF FALL ARMYWORMS TREATMENT PER LOCATION	COST OF TROPICAL SOD WEBWORMS TREATMENT PER LOCATION	COST OF PHYTHIUM ROOT ROT TREATMENT PER LOCATION	COST OF LARGE PATCH TREATMENT PER LOCATION	
NEW ZOYSIA TURFGRASS LOCATIONS COST PER ADDITIONAL NEW .50 ACRE WORK - SEPARATE LINE ITEM	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
NEW ZOYSIA TURFGRASS LOCATIONS COST PER ADDITIONAL NEW 1.0 ACRE WORK - SEPARATE LINE ITEM	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	

This document must be completed and returned with your Submittal

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ **Date:** _____

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

Sworn to and subscribed before me this _____ day of __, 20__.

My Commission Expires: _____

Notary Public

Notary Public Printed Name



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2021, 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 Pest Control and Fertilizing Services for City Athletic Fields, pursuant to Intent to Bid 21-04 ("ITB 21-04"). This Contract together with ITB 21-04, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, from ITB 21-04, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-04, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). This Contract shall be for a term of One (1) year ("Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2), one-year periods, subject to review and approval of the City Manager and budget appropriation.

Manner and Place: The work shall be performed in accordance with 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.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed _____ and

_____/100 Dollars (\$_____). 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 Administration. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

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 23 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 items 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 required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal year 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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement 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	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for ROB goods under \$25,000.00.		

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. 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 manufacture, 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.

19. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. 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.

21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. 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.

22. 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.

23. 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.

24. *Additional Provisions.* This Contract includes all additional provisions as may have been outlined in 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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

25. *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.

26. *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: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: _____
Attention: _____

() - - Telephone
@ .com

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.

27. *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.

28. 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]

FOR INFORMATIONAL PURPOSES ONLY

Witnesses:

By: _____

Printed Name: _____

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.

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2021, by _____ of _____, a _____ corporation. He/She is _____ personally known or _____ produced _____ as identification.

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

FOR INFORMATIONAL PURPOSES ONLY

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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



End of Solicitation Documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: Yes

SUBJECT: (B7d) Approval of Agreement with Sensus USA, Inc. and Sensus Spectrum LLC (a Subsidiary of Sensus USA) Lease Agreement to upgrade the water meter reading equipment and software

DEPARTMENT: Public Utilities

GOAL: Goal 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Agreement with Sensus USA, Inc. and Sensus Spectrum LLC Lease Agreement to upgrade the water meter reading equipment and software

SUMMARY: The Public Works & Utilities Department is requesting City Council to approve a new contract with Sensus USA, Inc. to upgrade the current meter reading software, provide new upgraded equipment, and continue the lease with Sensus Spectrum LLC, a subsidiary of Sensus USA, to manage the FCC licensing for radio communications.

The water meters for the City of Port Orange transmit usage via radio frequency (licensed by FCC) to the radio receiver (TGB). There are 4 TGB stations strategically located round the city to ensure constant communications with the water meters. The information is transmitted from the TGB to the computer based servers/software (RNI & Sensus Logic) located at City Hall. Once received and confirmed, the City bills the customers. The City currently owns all of the equipment and contracts with Sensus for support services. The current TGB's and software are obsolete and are no longer supported.

On February 16, 2021 the City Council approved the termination of the current support agreement. The new agreement is a sole source and would not require City Council approval. However, during the finalization of the new agreement, it was discovered that the 2013 agreement included the lease to manage the FCC licensing for radio communications. Said lease was part of the previous agreement and is not a new condition. However, the lease requires updated information as to the councilmembers and it is necessary to include the continuation of said lease in the new agreement. In addition, Sensus has transferred billing activities to its local representative, Core and Main. For transparency, staff is requesting City Council approval of the agreement.

Under the agreement, Sensus will own all equipment and software and be responsible to maintain the equipment/software in optimal condition. In addition, Sensus will maintain the information in the "Cloud" instead of maintaining information on physical

servers located at City Hall.

The upgrade will remove all responsibilities away from the City's Information Technology Department and place them with Sensus USA, Inc. The upgrade is compatible with the City's current meter reading system and any move away from Sensus would be costly. The agreement will be for an initial term of five (5) years with and three (3) automatic five (5) year renewals. The first four (4) year's annual fees will be \$131,760 per year. Each year after that has a 2% escalation fee.

Project Funding Account No.: Fund: 401 - Water and Sewer System, Cost
No.: none Center: Water and Sewer, Program: Meter Shop, Spend Category: Other
 Contract Services

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Port Orange_Sensus NaaS Agreement_2021-04-29 FINAL - signed	Port Orange_Sensus NaaS Agreement_2021-04-29 FINAL - signed.pdf
2.	Single_Sole Source Justification Signed by Dir	Single_Sole Source Justification Signed by Dir.pdf
3.	Copy of Port Orange - FINAL upgrade to NaaS pricing 1 13 2021 Final	Copy of Port Orange - FINAL upgrade to NaaS pricing 1 13 2021 Final.pdf
4.	SENSUS USA INC. - 12.9.2013	SENSUS USA INC. - 12.9.2013.pdf
5.	Purch Order 2-267	Purch Order 2-267.pdf
6.	BT000681 - Funding	BT000681 - Funding.pdf

Julia Wiggins	Created/Initiated - 4/23/2021
Julia Wiggins	Approved - 4/23/2021
Steve Parnell	Approved - 4/23/2021
Matthew Jones	Approved - 4/29/2021
Wayne Clark	New - 1/1/1900
Robin Fenwick	

Network as a Service and Spectrum Lease Agreement

between

City of Port Orange, Florida
("Customer")

and

Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall renew with three (3) five-year term automatic renewals ("Renewal Term") unless either party notifies the other party in writing of its intention to not renew at least sixty (60) days prior to the end of the then-current Term. The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: City of Port Orange, Florida

By:

Tim Harriger

By:

Name:

Tim Harriger

Name:

Donald O. Burnette

Title:

VP Sales - NA Water

Title:

Mayor

Date:

April 29, 2021

Date:

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Leave

Part 2: Agreement

Exhibit A Software
Exhibit B Technical Support
Exhibit C Network as a Service
Exhibit D Insurance

Attest:

Robin L. Fenwick, MMC, City Clerk

Approved as to Legal Form:

By:

Shannon K. Balmer, Assistant City Attorney

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name: City of Port Orange, Florida		
Attention To: City Manager		Name of Real Party in Interest: Wayne Clark
Street Address: 1000 City Center Circle		City: Port Orange
State: Florida	Zip: 32129	Phone: 386-506-5500
Fax:		Email: WClark@port-orange.org

Is Customer contact information same as above? ☐ Yes ☐ No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name: City of Port Orange, Florida		
Attention To: Lynn Stevens, Public Utilities/Works Director		
Street Address: 1000 City Center Circle		City: Port Orange
State: Florida	Zip: 32129	Phone: 386-506-5500
Fax:		Email: LStevens@port-orange.org

3.

Customer/Lessee is a(n) (Select one): ☐ Individual ☐ Unincorporated Association ☐ Trust ☒ Government Entity ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Consortium ☐ Other _____	
--	--

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <u>not</u> have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5.

Customer Tax ID: 59-6000412

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.	
Name: James Hicks	
Title: IT Manager	
Email: JHicks@port-orange.org	Phone: 386-506-5545

7.

Ownership Disclosure Information

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.		
	US Citizen?	Ownership Disclosure?
Mayor: Donald O. Burnette	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Drew Bastian	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Scott Stiltner	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Chase Tramont	☒ Yes ☐ No	☐ Yes ☒ No

Council Member: Jonathan Foley	☒ Yes ☐ No	☐ Yes ☒ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No

8.

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	☐ Yes ☒ No
---	---

9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐ Yes ☒ No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐ Yes ☒ No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐ Yes ☒ No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒ Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒ Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒ Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒ Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒ Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒ Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

City of Port Orange, FL			
By:		Title:	
Name:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor, Core & Main, LP (hereinafter "authorized distributor"). Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

2. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

3. Spectrum Lease.

- A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** The parties desire to clarify the 2013 Spectrum Lease contained in the Software and Spectrum Agreement between Sensus USA, Inc. and the City of Port Orange dated December 9, 2013 ("2013 Agreement"). The parties agree the termination of the 2013 Agreement did not affect the 2013 Spectrum Lease contained therein and this Spectrum Lease, defined hereinbelow, shall be an amendment and restatement of said lease and shall supersede and replace the 2013 Spectrum Lease contained therein. Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
- C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will: (1) obtain an FCC Registration Number ("FRN") for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
- Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to: (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
 - Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
- G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply
- Pursuant to 47 CFR 1.9040(a):
 - Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - This Agreement is not an assignment, sale or other transfer of the FCC License;
 - This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
 - Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xyleminc.com. Customer may not pause or discontinue operations for more than 180 days.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices and other goods (collectively, "Equipment") from Sensus' authorized distributor (Core &

Main, LP) pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT

- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **Services.**

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. **Network as a Service.**

- A. **Generally.** Sensus shall provide Customer with Network as a Service ("NaaS"), as defined in Exhibit C, during the Term but only so long as Customer is current in its payments to Sensus' authorized distributor for NaaS.
- B. **RF Field Equipment.** Sensus owns and will continue to own all RF Field Equipment.
- i. **Maintenance of RF Field Equipment.** As a part of NaaS, Sensus shall be responsible for the ongoing maintenance of the RF Field Equipment.
- (a) For RF Field Equipment not located on Customer's site(s), Sensus shall be responsible for the ongoing monthly operations and expenses related to the RF Field Equipment, including any leasing costs, construction costs, taxes, electricity, and WAN Backhaul.
- (b) For RF Field Equipment located on Customer's property, and for good and valuable consideration stated in this agreement, Customer agrees to lease and hereby does lease to Sensus adequate space on each relevant site where Sensus will install and operated Sensus-owned RF Field Equipment. Sensus shall obtain any required permits. Customer will supply electric power to the RF Field Equipment. During any Network Continuation Term, as defined below, Sensus shall pay for power to the RF Field Equipment. In the event that power is not present at a certain Customer site(s), Sensus shall cover the reasonable costs associated with connecting the Customer's site(s) to the Customer's power supply for operation of the RF Field Equipment.
- ii. **Site Access.** Customer shall provide Sensus and/or Sensus' authorized representative with access to all Customer site(s) necessary for Sensus to perform the NaaS, as defined in Exhibit C.

C. **Termination of NaaS.**

- i. Customer may terminate NaaS and migrate to a Customer owned and operated solution prior to the end of the Term by giving Sensus one hundred twenty (120) days' prior written notice. Should Customer elect to terminate NaaS, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid NaaS fees up to the effective date of termination; and (b) Sensus' provision of NaaS to Customer shall cease as of the effective date of termination.
- ii. Following termination of NaaS or this Agreement for any reason, Sensus may, at its option, either:
- (a) continue to mount, install, operate, maintain, use and replace the Network and the RF Field Equipment for use by other Sensus customers ("Network Continuation Rights") for the remaining portion of the Term had this Agreement or NaaS not been terminated (that period of time, the "Network Continuation Term"), according to the standard terms and conditions of the water tower antennae lease(s), which Customer agrees to negotiate in good faith and make best efforts to renew or extend the water tower antennae lease(s) for the complete Network Continuation Term. Within six (6) months following the end of the Network Continuation Term, Sensus will un-install and remove all RF Field Equipment at its cost; or
- (b) permit Customer to purchase the existing installed RF Field Equipment at a price equal to the then-current replacement value of that RF Field Equipment. If Sensus permits Customer to purchase the RF Field Equipment, Customer acknowledges that it will be responsible for all ongoing maintenance and operation of the purchased RF Field Equipment and all associated expenses.
- iii. Customer acknowledges that, if Sensus does not permit Customer to purchase the existing installed RF Field Equipment pursuant to Section 6.C.ii (b), Customer's Equipment will no longer have network connectivity and will not be able to remotely transmit meter and consumption data to SaaS. Customer will be responsible for all costs associated with conducting a new Certified Propagation Study and purchasing and installing new RF Field Equipment in order to maintain the FlexNet System functionality and network connectivity with SaaS.

- D. **Insurance.** Sensus will maintain insurance coverage in the amounts and in the manner set forth in the attached Exhibit D

7. **General Terms and Conditions.**

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus

under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**
- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
 - iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation in Florida. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in courts in and for Volusia County for state actions and Middle District of Florida – Orlando Division for any federal actions TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.

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 for the duration of the Contract term.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor 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.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

M. Notices.

All notices under this Agreement must be given in written form and sent by one party to the other by prepaid, certified or registered mail addressed to its office as set forth below (or to the replacement address specified by written notice the other party under this Agreement). Notices are deemed given when received. The parties' notice addresses are as follows:

To Sensus:

Sensus USA Inc.
Attention: Legal Department
637 Davis Drive
Morrisville, North Carolina 27560

To City:

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

With a copy to:

Xylem Inc.
Attention: Legal Department
1 International Drive
Rye Brook, New York 10573

Copy to:

City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
 - O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
 - P. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
 - Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
8. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. **"Confidential Information"** means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party, consistent with Florida Public Records Law.
 - C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - D. **"Field Devices"** means the SmartPoint Modules.
 - E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
 - F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods

provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.

- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor, Core & Main, LP, (hereinafter "authorized distributor") for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package
- Consumer Portal

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Use of Software as a Service. Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of an Application. Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).

- (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
- (d) Correlate incidents and problems where applicable.
- (e) Sensus personnel will use the self-service portal to document and track incidents.
- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus

endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{(\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month})}{\text{TMO}}$$

ii. **Calculations**

- a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions.** Exceptions mean the following events:

- Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
- a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
- ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
- iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
- iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
- v. Dry pipe pre-action fire detection and suppression systems are provided.
- vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. **Responsibilities of Customer.**

- i. Customer shall promptly pay all Software as a Service fees.
- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with

Customer's access to or use of the Application(s).

- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 1. Manages all inbound and outbound traffic to and from endpoints
 2. Outbound routing optimization
 3. Route analyzer
 4. AES256 bit encryption of radio messages
 5. Reports and metric details of network performance and troubleshooting aids
 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 1. Missing read management
 2. Management of duplicate reads
 3. 60 day temporary storage
 - (iii) Application integration
 1. To Sensus Analytics applications
 2. Enable 3rd party application integration
 3. Batch CMEP file export
 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 1. Gas, water, electric, lighting concurrent support
 2. Remote configuration
 3. Remote firmware updates
 4. Reports, metrics and Troubleshooting
 - (v) User Management
 1. Secure access
 2. Password management
 3. Definable user roles
 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 2. Establish the network and security required for the two systems to reasonably communicate.
 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is

subject to additional pricing.

3. **Sensus Analytics**

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
- iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.

- ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Sensus Analytics Customer Portal. The Customer Portal (CP) is a cloud-based platform that aggregates data from several sources. The CP Package may consist of the following modules or widgets, provided Customer purchases access to the modules:

- i. Web Portal Standard Features
 - a. Self-serve sign up and account/password management
 - b. Dynamic sizing to work on most standard browsers
 - c. Customizable logo and backdrop images
 - d. Capable of supporting multiple languages (Spanish and English standard)
 - e. Provides links to bill payment and support web locations. (Single Sign On access is not standard)
 - f. Supports multiple accounts and multiple meters
 - g. Supports multiple Units of Measure (UoM)
 - h. Exportable data
 - i. Alerts and Notifications that can be delivered to the customers' points of contact
 - j. Support for multiple alert recipients
 - k. Admin Management of Widgets Displayed
- ii. Web Portal Additional Features
 - a. Single Sign: Integration to other web services in a manner that does not require the user to login multiple times
 - b. Water usage down to 15 minute intervals.
 - c. Presentation of Tier Limits and Tier Alerts
- iii. Dashboard Page Widgets
 - a. Current Billing Cycle View Widget: Allows the customer to view how much water they have used since the billing cycle has started.
 - b. Alerts: Shows the alerts created by meters or usage alerts
 - c. Notifications: Allows messages to be sent to customers by the Utility – Sent via Text, Email or presented on the Portal
 - d. Billing Cycle Threshold: Shows users progress toward Billing Cycle Usage Target set as an alert
- iv. Add-on Dashboard Widgets
 - a. Watering Schedule: Presents data regarding the days and times that the account can use outdoor water
 - b. Bill Estimate: Provides an estimate of the cost of the water used in the billing cycle.
 - c. Sandbox: Provides a widget space for the utility to place documents, links, and videos. (up to 100Mb)
- v. Usage Details Features
 - a. Consumption in various time periods
 - b. Exportable to other file formats
 - c. Temperature and Rainfall data
- vi. Meters Features
 - a. Meter information including Meter #, address, current reading,
 - b. Meter Nicknames
- vii. Meter Tab Additional Features
 - a. Google Maps view of meter location (Location data provided by Utility)
- viii. Settings – Usage Alerts (per meter)
 - a. Billing Cycle Usage Alert
 - b. Daily Usage Alert
 - c. Vacation Alerts
- ix. Settings – Usage Alerts Additional Features
 - a. Tier Alerts
- x. Alert Recipients Features
 - a. Editable selection of alerts to receive
 - b. Additional Recipient management
- xi. User Settings Features
 - a. Change of email address
 - b. Customer management of points of contact
 - c. Customer capability to add additional accounts
 - d. Customer password management (Self-serve)

D. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).

- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AML, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	- Satisfactory workaround is provided. - Program patch is provided. - Fix incorporated into future release. - Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	- Answer to question is provided. - Satisfactory workaround is provided. - Fix or workaround incorporated into Salesforce Knowledge Base. - Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
- 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

Exhibit C
Network as a Service

Network as a Service (“NaaS”) Definition. NaaS means only the following items in subsection 1. If an item is not included in subsection 1 below, it is specifically excluded from NaaS and subject to additional pricing.

1. **Sensus Responsibilities.** Sensus shall be responsible for providing the following services to the Customer:
 - i. Sensus will own FlexNet base stations and FCC license spectrum.
 1. Sensus is responsible for administration and payment of 3rd party site lease fees.
 - ii. Sensus will own and be responsible for backhaul communication for base stations where backhaul is not provided by utility network.
 1. Sensus is responsible for administration and payment of 3rd party backhaul fees.
 - iii. Network Design and Architecture
 1. Gather customer defined requirements and features for design of network.
 2. Design network based on customer and 3rd party assets locations
 3. Select sites that provide best coverage
 4. Perform preliminary site visits
 5. Finalize propagation study based on sites identified
 6. Propagation study of record is created and will be used in design per requirements identified.
 7. Create SOW for base station installation work
 8. Build a schedule and project plan
 9. Design and analyze Radio Frequency (“RF”) network including backhaul design.
 10. If additional changes to the features or requirements are required by customer, Sensus will redesign the network and pricing may be adjusted to reflect this change.
 - iv. RF Field Equipment Installation
 1. Order and deliver materials (base station, cables, antennas, etc.)
 2. Acquire any necessary sites and lease fees
 3. Installation of any towers, pads, etc. as needed
 4. Manage third party subcontractors as needed
 5. Install RF Field Equipment
 6. Perform RF / Noise analysis and resolution as required
 7. Certify base station installation and testing is complete
 - v. Ongoing Operations Management
 1. Sensus will be responsible for the day-to-day operations, management, maintenance, and monitoring of the RF Field Equipment.
 2. Document network design, physical asset condition, etc. (take and store photos as documentation)
 3. Sensus, via the Network Operation Center (“NOC”), shall monitor the RF Field Equipment ensure the early identification and resolution of on a 24 x 7 x 365 basis.
 4. Monitor and manage firmware/software using standard key performance indicators for performance & capacity management (storage, CPU, memory, security, etc.).
 5. Monitor and respond to system outages, trouble ticket generation, and other alerts regarding the FlexNet System.
 6. Perform remote initial triage and troubleshooting of issues.
 7. Any issues identified by Sensus that cannot be resolved remotely shall be dispatched by the NOC for onsite resolution.
 8. Mitigate and resolve any potential RF interference that may occur.
 9. Provide remote firmware maintenance, which includes Patches, Updates, and Upgrades for RF Field Equipment software and firmware.
 - a. Sensus will participate and support standard change management controls in accordance to Customer's change management practices, policies, and procedures.
 10. Cybersecurity of RF Field Equipment will be managed, monitored and maintained by Sensus security team and experts.
 11. Perform network tuning to maximize FlexNet System.
 - a. Network tuning includes looking at stale meters, Read interval Success (RIS), RF channels, and overall network health, capacity, and performance. Meter configuration and channel configuration changes will be made to ensure optimal FlexNet System performance is being achieved on each channel and frequency.
 12. Optimize network and ongoing design to ensure maximum coverage and performance
 - a. Network optimization includes performing network design and propagation analysis to identify areas of improvement of coverage, capacity, and performance.
 13. Service Level Objectives (“SLOs”)
 - a. Field dispatch to occur within one (1) business day of identified issue.
 - b. Maintain performance consistent with the NaaS Uptime Rate (as defined below).
 14. Provide monthly performance reports to Customer and manage SLOs as agreed upon.
 - vi. Ongoing Infrastructure Maintenance
 1. Provide warranty of RF Base Stations, parts, replacement, etc. (labor and batteries included)
 2. Perform routine field preventative maintenance (physical maintenance and RF analysis)
 - a. Visit RF Base Station(s) once a year
 - b. Report of visits plus maintenance logs are stored in ticketing system
 - c. Voltage standing wave ratio (VSWR) and Distance to Fault (DTF) testing of antenna system
 - d. Inspection of antenna system
 - e. Inspection of exterior and interior of cabinet including GPS system
 - f. Power monitor and measurement
 - g. Software inspection and confirmation
 - h. Completion of checklist and reporting package with update of site photos
 - i. Interference and noise mitigation checks are performed

3. Provides spare parts for RF Field Equipment.

2. Customer Responsibilities

- i. Customer shall inform Sensus whether Customer will own and be responsible for backhaul connectivity or whether Customer requires Sensus to provide backhaul connectivity. If Customer opts to provide the backhaul connectivity for any portion of the FlexNet System, Customer shall be responsible for managing that connection and support through its third party service provider.
- ii. Customer shall provide adequate internal network infrastructure so as to not affect Sensus' ability to meet performance metrics and/or SLOs.
- iii. Customer shall provide the support, maintenance, and monitoring of the Customer's dedicated LAN and or WAN. Sensus shall not be responsible for performance and availability of the LAN or WAN networks outside of Sensus' control.
- iv. Customer shall own and be responsible for metrology (meters), endpoint, and SmartPoint devices, which includes ownership and troubleshooting of those devices in the field.
- v. Customer shall remain current in its payment obligations for NaaS. All payments shall be made to Sensus' authorized distributor Core & Main, LP, (hereinafter "authorized distributor") unless otherwise agreed by the parties.

3. FlexNet Network Availability.

- a. **NaaS Uptime Rate.** Sensus endeavors to maintain an average NaaS Uptime Rate equal to ninety-eight percent (98.0%) per Month. The NaaS Uptime Rate, cumulative across the entire FlexNet Network, is intended to measure the percentage of time during each Month that the FlexNet Network was actually available to Customer for normal use. The NaaS Uptime Rate shall be calculated as follows:

$$\text{NaaS Uptime Rate} = \frac{100 \times (\text{TMO} - \text{total Non-Scheduled Downtime minutes in the Month})}{\text{TMO}}$$

b. Definitions.

- i. **"Targeted Minutes of Operation" or "TMO"** means total minutes in the applicable calendar month ("Month") minus the Scheduled Downtime in the Month.
 - ii. **"Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to or use of the FlexNet Network is scheduled to be unavailable for use by Customer due to planned system or RF Field Equipment maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - iii. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to or use of the RF Field Equipment is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
 - iv. **"Exceptions"** is defined in Exhibit A (Software as a Service).
4. **NaaS Credits.** For each month that the NaaS Uptime Rate for the RF Field Equipment falls below 98.0%, Customer will accrue NaaS service level credits ("NaaS Credits") in accordance with the table below:

i. NaaS Credit Table:

NaaS Uptime Rate per Month	NaaS Credits
Less than 98.0% but at least 97.0%	3% of the monthly NaaS fees in which the service level default occurred (Note: NaaS fees are prepaid annually but for purposes of NaaS Credits are computed on a monthly basis.)
Less than 97.0% but at least 95.0%	5% of the monthly NaaS fees in which the service level default occurred
Less than 95.0%	14% of the monthly NaaS fees in which the service level default occurred

- ii. **Process.** NaaS Credits for any single month may not exceed 14% of the NaaS fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all NaaS Credit calculations and determinations, provided, however, that Sensus will make such records and data available to Customer for review on request. To receive a NaaS Credit, Customer must issue a written request no later than ten (10) days after the NaaS Credit has accrued. Sensus will apply each valid accrued NaaS Credit to the next Customer invoice for NaaS fees after Sensus' receipt of Customer's request and confirmation of the failure to meet the NaaS Uptime Rate. NaaS Credits will not be payable for failures to meet the NaaS Uptime Rate caused by any of the Exceptions. No NaaS Credit will apply if Customer is not current in its payment obligations under this Agreement. NaaS Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. NAAS CREDITS ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE MONTHLY NAAS UPTIME RATE OR ANY DEFECTIVE NAAS PERFORMANCE.

Exhibit D
Insurance Requirements

TYPE OF INSURANCE COVERAGE	COMMERCIAL GENERAL LIABILITY (CGL)	UMBRELLA	AUTO LIABILITY	WORKERS'S COMPENSATION	PROFESSIONAL LIABILITY (Errors and Omissions)
REQUIRED BY CONTRACT?	YES	YES	YES	YES	YES, For Professional Services
MINIMUM LIMITS OF COVERAGE	\$1,000,000 per occurrence of claim, \$2,000,000 aggregate (see comment 1 below)	\$5,000,000 per occurrence (see comment 1 below)	\$1,000,000 per occurrence (see comment 1 below)	Workers Compensation to Statutory Limits; \$1,000,000 Employers' Liability limit	\$1,000,000 per occurrence or claim, \$2,000,000 aggregate with a reporting period of no less than 2 years (if applicable, see comment 2 below)
MINIMUM BEST'S GUIDE RATING/OTHER REQUIREMENTS	A /AVII,	A /AVII,	A /AVII		A /AVII,
ADDITIONAL INSURED? Minimum language if required: "COL, LUB, its elected officials, directors, officers, agents, employees, and volunteers are additional insureds"	YES, (see comment 3 below)	YES, (see comment 3 below)	NO	NO	NO
WAIVER OF SUBROGATION?	NO	NO	NO	YES	NO

COMMENTS

- 1) Minimum Limits are subject to change based upon scope of project. Coverage must be primary and non-contributory.
- 2) Coverage only if required by contract. Reporting periods are subject to change based upon scope of project.
- 3) Certificate of insurance must be attached and specifically name Customer – Blanket endorsement OK as long as contract is in effect.

Port Orange_Sensus NaaS Agreement_2021-04-29 FINAL

Final Audit Report

2021-04-29

Created:	2021-04-29
By:	Jill Stubbs (jill.stubbs@xylem.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3I2vUS7XxX3vs7ztzg6kI0pCRwyJMX-p

"Port Orange_Sensus NaaS Agreement_2021-04-29 FINAL" History

-  Document created by Jill Stubbs (jill.stubbs@xylem.com)
2021-04-29 - 2:18:13 PM GMT- IP address: 4.34.229.34
-  Document emailed to Tim Harriger (tim.harriger@xylem.com) for signature
2021-04-29 - 2:19:19 PM GMT
-  Email viewed by Tim Harriger (tim.harriger@xylem.com)
2021-04-29 - 3:44:00 PM GMT- IP address: 108.175.204.177
-  Document e-signed by Tim Harriger (tim.harriger@xylem.com)
Signature Date: 2021-04-29 - 3:47:58 PM GMT - Time Source: server- IP address: 108.175.204.177
-  Agreement completed.
2021-04-29 - 3:47:58 PM GMT



SOLE SOURCE/SOLE BRAND REQUEST

(Waiver of Competitive Quotes / Bids)

I. REQUEST: Provide a description of the features of the product/service or Scope of Work.

Sensus USA, Inc - Network as a Service and Spectrum Lease Agreement to upgrade the water meter reading software.

II. JUSTIFICATION: Please check all boxes that describe your reason(s) for determining that only one source or brand is reasonably available.

Only Sole Source/ Uniqueness

- ☐ **Proprietary Item** - this vendor/source has the only rights to provide this service or commodity. A letter from the manufacturer or authorizing entity is included in this request.
- ☒ **Technology Improvements** - updates or upgrades to an existing system, software, software as a service hardware purchases.
- ☒ **Patented, copyright or unique design restrictions.**
- ☐ **Only Qualified Supplier** - reliability and maintainability of the product or service would be degraded unless specified supplier is used; may void warranty. This request includes a copy of the current warranty information.
- ☒ **Other/or Additional information** - the City requires this sole source, sole brand purchase for the following reasons:

Business Case (One/Most Reasonable Source or One/Most Reasonable Brand)

- ☐ **Operational Compatibility** - replacement parts from alternate suppliers are not interchangeable with original part and causes equipment incompatibility. Previous findings and/or documentation is included with this request.
- ☐ **Ease of Maintenance** - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.
- ☐ **Follow-On** - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.
- ☐ Complies with existing community and safety standards, and other laws, rules, and regulations.
- ☐ Exempted from the Competition - per City Purchasing Manual.
- ☒ **Other/or additional information** - using this sole source, sole brand purchase benefits the City for the following reasons:

III. COMPARATIVE MARKET RESEARCH: Provide a detailed source or market analysis for justification of sole source/brand or most reasonable source (attach extra sheets as needed).

Estimated project value: See Justification Memo

Contract length (if applicable): 5 yr w/ 5 yr auto renew

Expenses to date: None

Has this commodity or service been previously provided to the City? ☒ Yes ☐ No

If yes, when and by whom? Sensus USA, Inc. 2013 to Current (CA3289)

How was item/service procured? () Piggyback () Competitive Bid () Sole Source

What is the current contract or purchase order number? none at this time

If this is a sole brand, is there an "authorized" dealers list? ☐ Yes ☐ No

Cost/Benefit Analysis: What would the cost be to utilize an alternate vendor or source? This explanation should include the savings and/or additional costs to the City by not using the preferred vendor or source. Attach additional sheets if needed.

See attached Department Justification Memo for additional information.

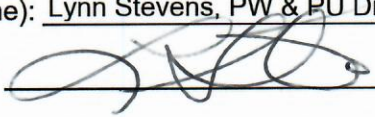
CERTIFICATION: I have thoroughly researched the sole source or sole brand justification and fully understand the implications of Section 838.22 of the Florida Statutes:

(2) "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole source contract for commodities or services."

(5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084"

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this single/sole source justification be authorized as single/sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head Approval (Print Name): Lynn Stevens, PW & PU Director

Department Head Approval Signature:  Date: 1-20-2021

Software or hardware purchases only:

IT Approval (Print Name): _____

IT Approval Signature: _____ Date: _____

Purchasing Manager Approval Signature: _____ Date: _____

CITY MANAGER APPROVAL:

City Manager Approval: _____ Date: _____

M.H. Johansson, City Manager

	NO ESCALATION IN THESE YEARS				INCLUDED 2% ESCALATION Every YEAR																
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
Naas Customer Price/Year/Endpoint	\$ 3.66	\$ 3.66	\$ 3.66	\$ 3.66	\$ 3.73	\$ 3.81	\$ 3.88	\$ 3.96	\$ 4.04	\$ 4.12	\$ 4.20	\$ 4.29	\$ 4.37	\$ 4.46	\$ 4.55	\$ 4.64	\$ 4.73	\$ 4.83	\$ 4.93	\$ 5.02	
Endpoints	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	36,000	
	\$ 131,760.00	\$ 131,760.00	\$ 131,760.00	\$ 131,760.00	\$ 134,395.20	\$ 137,083.10	\$ 139,824.77	\$ 142,621.26	\$ 145,473.69	\$ 148,383.16	\$ 151,350.82	\$ 154,377.84	\$ 157,465.40	\$ 160,614.70	\$ 163,827.00	\$ 167,103.54	\$ 170,445.61	\$ 173,854.52	\$ 177,331.61	\$ 180,878.24	
With payment of the standard annual support fees, the current system will continue to be supported, as capabilities allow, through this upgrade and city approved NaaS solution setup.																					
Item																					
NaaS Annual Fees include:																					
Annual NaaS	MS NaaS																				
Annual RNI SaaS	SSX45XXXXXXXXXX																				
Sensus Analytics -Enhanced - Water	539.63.837.00535E																				
Sensus Analytics Text Messages Unlimited	SA TXT MSGS																				
Customer Portal Core - Annual Minimum Users (1500 users)	SA WTR CP 1.5																				
Customer Portal Core - Annual Overage Users Fees (\$2.40 per user calculated each year, estimated for 2,200 additional users currently enrolled on Aquahawk)	SA WTR CP OVRG																				
Customer Portal Single Sign-On One Way - Annual Maintenance	PS SSO S&M																				
Customer Portal Text Messages Unlimited	SA CP TXT MSGS																				
1st Year Fee also includes:																					
RNI Upgrade Management	UGS RNI COORD																				
RNI Upgrade Validation & Testing	PS VL TST CNSLT																				
RNI Upgrade Training Remote - 3.3x to 4.x	PS UPGR TRN3 RM																				
Data Migration	PS MIGRATN SAAS																				
RNI SaaS Setup	MS SU RNI SaaS2																				
Sensus Analytics Setup - Water	539.63.837.00521E																				
Sensus Analytics Training - remote	PS SA TRN RM																				
Customer Portal System Setup	SA SU WTR CP																				
Bundled Software Integration for Sensus Analytics and Customer Portal	PS SA CP BNDL																				
Customer Portal Training - Remote	PS SA CP TRAIN																				
Customer Portal Single Sign-On One Way Setup	PS SSO TO CP																				

Year 2021 - 2025 = \$661,435.20

Year 2026 – 2030 = \$713,385.98

Year 2031 - 2035 = \$787,635.76

Year 2035 - 2040 = \$869,613.53

Total City Investment over a twenty (20) year period = \$3,032,070.47

Year 2021 - 2025 = \$661,435.20
Year 2026 - 2030 = \$713,385.98
Year 2031 - 2035 = \$787,635.76
Year 2035 - 2040 = \$869,613.53
Total City Investment over a twenty (20) year period = \$3,032,070.47

Software and Spectrum Agreement

between

City of Port Orange, Florida
("Customer")

and

Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software and Spectrum Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for a period of five (5) years thereafter (the "Term"), subject to appropriation by City Council on or before October 1st of each year. The Term may be extended upon written agreement of the parties.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software and Spectrum Agreement between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

By: Tim Harrieger
Name: TIM HARRIGER
Title: Director of Sales
Date: 12/9/13

Customer: City of Port Orange, Florida

By: Allen Green
Name: Allen Green
Title: Mayor
Date: Sept. 24, 2013

Sensus Spectrum, LLC

By: Megan Briggs
Name: Megan Briggs
Title: Legal Counsel - North + South America
Date: 12/9/13

Attested by: Robin Fenwick
Name: Robin Fenwick, CMC
Title: City Clerk
Date: Sept. 24, 2013

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease
Part 2: Software & Spectrum Agreement

Exhibit A	Technical Support
Exhibit B	Intentionally Omitted
Exhibit C	Intentionally Omitted
Exhibit D	Software Listing
Exhibit E	Pricing
Exhibit F	FCC Licenses
Exhibit G	Geographic Boundaries

Pricing in Exhibit E remains firm until March 1, 2014 ("Trigger Date") (If nothing is inserted in the blank, then the "Trigger Date" shall mean the first January 1 after the Effective Date. For example, if the Effective Date is June 1, 2013, the Trigger Date shall be January 1, 2014.)

Part 1: Notification for Spectrum Manager Lessee and Ownership Disclosure

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through eight (8) and certify via authorized signature the statements in box nine (9). Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, as well as ownership disclosure information on FCC Form 602.

Customer / Lessee Information

1	Customer/Lessee Name: <u>City of Port Orange, Florida</u>		
	Attention To: <u>City Manager</u>		Name of Real Party in Interest: <u>Gregory A. Kisela</u>
	Street Address: <u>1000 City Center Circle</u>		City: <u>Port Orange</u>
	State: <u>Florida</u>	Zip: <u>32129</u>	Phone: <u>(386) 506-5500</u>
	Fax: <u>(386) 756-5208</u>		Email: <u>gkisela@port-orange.org</u>

Is Customer contact information same as above? ☐ Yes ☐ No (If No, complete box 2 below)

Additional Customer/Lessee Contact Information

2	Company Name: <u>City of Port Orange, Florida</u>		
	Attention To: <u>Margaret T. Roberts, City Attorney</u>		
	Street Address: <u>1000 City Center Circle</u>		City: <u>Port Orange</u>
	State: <u>Florida</u>	Zip: <u>32129</u>	Phone: <u>(386) 506-5525</u>
	Fax: <u>(386) 506-5530</u>		Email: <u>mroberts@port-orange.org</u>

3	If known, Customer's FCC Registration Number (FRN):	
	Customer Tax ID: <u>59-6000412</u>	

4	Customer/Lessee is a(n) (Select one): ☐ Individual ☐ Unincorporated Association ☐ Trust	
	☒ Government Entity ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership ☐ Consortium ☐ Other _____	

Individual Contact For FCC Matters

5	Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.	
	Name: <u>JAMES HICKS</u>	
	Title: <u>NETWORK ADMINISTRATOR</u>	
	Email: <u>jhicks@port-orange.org</u>	Phone: <u>386.506.5545</u>
	Personal FRN:	
Link for obtaining personal FRN: https://apps.fcc.gov/coresWeb/regEntityType.do		

Ownership Disclosure Information

6

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?	Ownership Disclosure?
Mayor: Allen Green	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Robert Ford	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Donald O. Burnette	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Dennis A. Kennedy	☒ Yes ☐ No	☐ Yes ☒ No
Council Member: Drew J. Bastian	☒ Yes ☐ No	☐ Yes ☒ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No
Council Member:	☐ Yes ☐ No	☐ Yes ☐ No

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

7

1) Is the Customer/Lessee a foreign government or the representative of any foreign government? ☐ Yes ☒ No

Basic Qualification Information

8

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	☐ Yes ☒ No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	☐ Yes ☒ No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	☐ Yes ☒ No

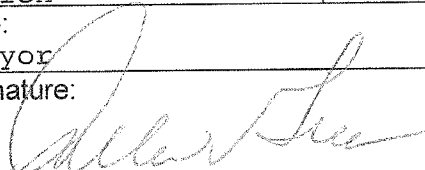
Customer/Lessee Certification Statements

9

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	☒ Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	☒ Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	☒ Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	☒ Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	☒ Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	☒ Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	☒ Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	☒ Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

Type or Printed Name of Party Authorized to Sign

First Name: Allen	MI:	Last Name: Green	Suffix:
Title: Mayor		Customer Name: City of Port Orange, Florida	
Signature: 			Date: 9/24/13
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

[Rest of this page intentionally left blank.]

Part 2: SOFTWARE AND SPECTRUM AGREEMENT

1. Software.

A. Software License.

i. License.

- (a) Subject to all the terms and conditions of this Agreement, Sensus hereby grants to Customer for the fee outlined in Exhibit E, a nonexclusive, non-transferable, royalty-bearing license under Sensus' intellectual property rights (the "Software License") to use the Software for the Permitted Use. The Software License is personal to Customer and is nonsublicenseable to Affiliates or other third parties. Customer shall have no rights to the Software other than those expressly granted in this Section; this Software License contains no implied licenses. Customer shall not use the Software other than for the Permitted Use.
- (b) Subject to all the terms and conditions of this Agreement that are applicable to Software and otherwise, and subject to the terms and conditions in Exhibit D, so long as Customer pays for use of certain Harris Software, Sensus hereby grants to Customer for the fee outlined in Exhibit E, a nonexclusive, non-transferable, royalty bearing license under Sensus' intellectual property rights (the "Harris Software License") to use the Harris Software solely for the Permitted Use. This Harris Software License is personal to Customer and is nonsublicenseable to Affiliates or other third parties. Customer shall have no rights to the Harris Software other than those expressly granted in this Section; this Harris Software License contains no implied licenses. Customer shall not use the Harris Software other than for the Permitted Use. Customer expressly agrees to the terms and conditions set forth in Exhibit D. For clarity, this subsection (b) shall only apply so long as both; (i) pricing for Harris Software is included in Exhibit E to this Agreement; and (ii) Customer is current in its payments for the Harris Software.
- (c) Except as expressly authorized in accordance with the Permitted Use, Customer shall not (and shall not attempt to): (a) use, copy, adapt, translate, publish, display, sublicense, rent, lease, lend, transfer or distribute the Software, related documentation, or any copy thereof; (b) improve, enhance, revise, modify or make any other derivatives of the Software, related documentation or any copy or part thereof. Customer shall not reverse assemble, reverse compile, reverse engineer or otherwise translate or decode the Software or any part thereof, or any copy thereof. Sensus' suppliers of software and documentation (or any part thereof) are beneficiaries of this provision. Customer shall not destroy, remove or otherwise alter any proprietary notices (including, but not limited to, copyright notices) on the Software or related documentation, or any copy thereof, and agrees to reproduce any such notice(s) on any copy thereof it makes pursuant to this Software License.
- (d) The Software License and the Harris Software License (if applicable) shall commence on the Effective Date and shall terminate immediately when this Agreement expires or is earlier terminated for any reason or if Customer uses the Software or Harris Software (if applicable) other than for the Permitted Use.

- ii. **Access to Software.** Customer shall ensure that only Customer employees and Customer independent contractors who need access to the Software for Customer to obtain the benefits of this Agreement may access it. Customer is liable for ensuring that its employees and independent contractors abide by the terms of this Agreement.

iii. Third Party Software.

- (a) In addition to the Software, Sensus shall provide Customer with the open source software listed in Exhibit D under the heading "Bundled Third Party Software" (the "Bundled Third Party Software"). Customer acknowledges that it has received the terms and conditions of the Bundled Third Party Software ("Third Party EULAs"). Customer accepts the Third Party EULAs and agrees to comply with the terms of such Third Party EULAs.
- (b) Exhibit D contains, under the heading "Non-Bundled Third Party Software", certain third party software ("Non-Bundled Third Party Software"). Customer must license the Non-Bundled Third Party Software directly from third party licensors in order to operate the FlexNet System.
- (c) Customer acknowledges that both the Bundled Third Party Software and the Non-Bundled Third Party Software is subject to various rights and restrictions in favor of or imposed by the licensors thereof and that Customer's use of the Bundled Third Party software and/or Non-Bundled Third Party Software is subject to all such rights and restrictions. Sensus provides no warranty, indemnity nor support of or in relation to any third party software. All such rights and obligations are a matter strictly between Customer and the relevant third party licensors.

iv. Support and Maintenance.

- (a) For so long as the Customer pays the Ongoing Fees, Sensus shall provide Customer with ongoing software Patches, Updates, ongoing software maintenance and remote telephone support of the Software according to the terms set forth in Exhibit A. Upgrades are not included hereunder and shall be priced separately.
 - (b) Sensus will support and will maintain compatibility with the most recent Release and the two prior Releases ("Previous Releases"). If Customer requires support for versions that were released earlier than the Previous Releases, Customer's Ongoing Fees for software maintenance shall increase by thirty-three percent (33%) per year until Customer upgrades to a supported version of the Software.
 - v. **Effect of Termination.** Upon the termination of the Software License, all rights of the Customer to use the Software shall immediately cease and Customer shall promptly remove and return to Sensus all copies of the Software and any related documentation and shall instruct all its employees that further use of the Software is prohibited.
 - B. **Intellectual Property.** Sensus and/or its supplier (as applicable) shall own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property.
 - C. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
2. **Spectrum Lease.**
- A. **Definitions in this Section 4.** In this Section 4 only, Spectrum Lease, "Sensus" shall mean Sensus USA, Inc and its wholly owned subsidiary, Sensus Spectrum LLC.
 - B. **Spectrum Lease.** Sensus hereby grants to Customer and Customer accepts a spectrum manager lease ("Lease") over the frequencies of the FCC License and solely within Customer's Service Area. (The frequencies of the FCC License within Customer's geographic Service Area are called the "Leased Spectrum"). Customer shall pay the fees set forth in Exhibit E for use of the spectrum; if no fees are listed in Exhibit E for use of the spectrum, then Sensus shall partition \$900 from the other Ongoing Fees and such amount is hereby allocated to the spectrum Lease pursuant to this Agreement.
 - C. **Form 608.** Sensus will file with the Federal Communications Commission (FCC) a FCC Form 608, notification/application for a long term spectrum manager lease. This Lease becomes effective when the FCC receives the notification.
 - D. **Lease Application.** In order to complete the FCC lease application, Customer will:
 - i. a. Complete and sign the representations on pages two (2) through five (5) of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee, the ownership disclosure information on FCC Form 602, and any renewals that the Customer has reviewed.
 - ii. Give Sensus the coordinates of the boundaries of Customer's Service Area or, alternatively, approve Sensus' estimation of the same.
 - iii. In the event that Customer does not already have one, Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
 - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
 - E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Area and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
 - F. **Term of Spectrum Lease.** Unless terminated earlier (because for example Customer stopped using the FlexNet equipment), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and Customer's underlying agreement with Sensus and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.

- G. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; or (c) upon Customer's breach of this Agreement.
- H. **FCC Compliance.** The following FCC requirements apply
- i. Pursuant to 47 CFR 1.9040(a);
 - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
 - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - ii. Pursuant to the standards set forth in 47 CFR 1.9010, Sensus retains *de facto* control over the applicable radio facilities, including that,
 - (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - (b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
- J. **Indemnity.** The Parties agree to indemnify and hold each other harmless as follows:
- i. In the event that the FCC License is revoked, cancelled or terminated, or the FCC or other government agency otherwise mounts an enforcement action with respect to radio operation under this Agreement, and Customer has been in full compliance with this Agreement, Customer's underlying agreement with Sensus, and Sensus' specifications, and is current on any payments owed to Sensus, Sensus will indemnify and hold Customer harmless for all liabilities, claims, costs, damages, fines forfeitures and expenses arising out of such government action including, where necessary, Sensus will use commercially reasonable efforts to migrate Customer to other suitable spectrum.
 - ii. Customer will indemnify Sensus and affiliated companies and entities, officers, directors employees and agents from all liabilities, claims, costs, damages, fines forfeitures and expenses arising out of Customer's breach of this Agreement.
3. **General Terms and Conditions.**
- A. **Payment.** All payment and pricing is subject to the terms in Exhibit E.
 - B. **Limitation of Liability.**
 - i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the total amount paid by Customer directly to Sensus under this Agreement. This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise.
 - ii. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost

revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure.

- iii. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service/software license and spectrum lease shall immediately cease.
- D. **Force Majeure.** If Sensus becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. Sensus will take reasonable steps to mitigate the Force Majeure. "Force Majeure" means an event beyond the reasonable control of Sensus, including acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. As used herein, "Confidential Information" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- G. **Public Records Compliance.** Sensus USA Inc. and Sensus Spectrum, LLC (collectively "Sensus") 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 Customer/Lessee in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the Customer/Lessee 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; and (d) meet all requirements for retaining public records and transfer to the Customer/Lessee, at no cost, all public records in possession of the Sensus 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 Customer/Lessee in a format that is compatible with the information technology systems of the Customer/Lessee. If Sensus does not comply with a public records request, Customer/Lessee shall enforce the contract provisions in accordance with the contract.
- H. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive

that party's right to enforce and compel strict compliance with the same or other articles or provisions.

- I. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
 - J. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
 - K. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
 - L. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
 - M. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
 - N. **Four Corners.** This written Agreement represents the entire understanding between and obligations of the Parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the Parties. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations of Sensus are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement.
 - O. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
4. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. "**CPI**" means the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index. Any CPI increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%).
 - C. "**DA Devices**" identifies RTMs and RTUs.
 - D. "**DA Software**" identifies the Sensus software listed in Exhibit D under the heading "DA Software" and any Patches, Updates, Upgrades that are provided to Customer pursuant to the terms of this Agreement ONLY TO THE EXTENT (i) pricing for the DA Software is specifically included in Exhibit D to this Agreement; and (ii) Customer is current in its payments for DA Software.
 - E. "**Echo Transceiver**" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - F. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - G. "**Escalator(s)**" means the following:
 - i. **For Water Meters:**
 - (a) **For bronze and low lead water metering products:** the percentage change, for the relevant period, of the average of; (a) the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, Item: Copper and copper-base alloy castings (excl. die-castings), series ID: WPU102807013, not seasonally adjusted; and (b) the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins mfg., series ID: PCU 325211325211, not seasonally adjusted
 - (b) **For plastic main case meters:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Industry Data, Industry and Product: Plastics material and resins

mfg., series ID: PCU 325211325211, not seasonally adjusted.

- (c) **For Omni meters:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Producer Price Index, Commodities, Group: Metals and metal products, item: other gray and ductile iron castings, other, series ID: WPU101504, not seasonally adjusted.
- ii. **For all other goods and services:** the percentage change, for the relevant period, of the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "All Items Less Food and Energy" for the U.S. City Average for All Items, 1982-84 = 100, not seasonally adjusted, or substantially similar succeeding index.
- iii. Any Escalator increases called forth in this Agreement shall be calculated to the third decimal point (e.g. 2.576%)
- H. **"Field Devices"** means the meters, SmartPoint Modules, and DA Devices (if applicable).
- I. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- J. **"FlexWare™ Software"** identifies the Sensus software listed in Exhibit E under the heading "FlexWare™ Software" and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- K. **"Harris Software"** means the software listed in Exhibit E under the heading "Harris Software" ONLY TO THE EXTENT (i) pricing for the Harris Software is specifically included in Exhibit D to this Agreement; and (ii) Customer is current in its payments for Harris Software
- L. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- M. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- N. **"LCM"** identifies the load control modules.
- O. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term as set forth on Exhibit E.
- P. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- Q. **"Permitted Use"** means only for reading Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- R. **"Release"** means both Updates and Upgrades.
- S. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- T. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- U. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- V. **"RTMs"** identifies the remote telemetry modules.
- W. **"RTUs"** identifies remote telemetry unit.
- X. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in the parties' spectrum lease filing with the FCC.
- Y. **"Server Hardware"** means the RNI hardware.
- Z. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
- AA. **"Software"** means the Sensus software listed in Exhibit D under the heading "Sensus Software List" and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- BB. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- CC. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- DD. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 6:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in

future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.

4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.

- a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
- b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
- c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	• Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

Problem Escalation Process.

- 5.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
 - 5.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 5.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
 - 5.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

6. General Support Provisions and Exclusions.

- 6.1. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour "Mission Critical" upgrade accompanies the server/system hardware that Sensus procures on behalf of the customer. Sensus does not warrant third party server hardware. The customer may renew the ProSupport service plan directly with Dell. The "Dell Master Services Agreement" and "Pro Support for IT Services Description" documents may be found at www.dell.com/service contracts.
- 6.2. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the customer's name and ships all documentation and licensing information to the customer with the server. The customer is responsible for maintaining all third party software licenses.
- 6.3. In the event of a server hardware failure at the customer site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. The customer is responsible for re-installing the replacement software. Sensus installation support due to hardware failure is not covered under this standard customer support program but may be provided as a fee-based service.
- 6.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 6.5. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

Exhibit B – Intentionally Omitted
Exhibit C – Intentionally Omitted

**Exhibit D
Software Listing**

THIRD PARTY SOFTWARE		
	Software	Version
BUNDLED THIRD PARTY SOFTWARE	Apache Tomcat	Version 5.5.23
	Apache Camel	Version 2.5
	Geos	Version 2.2.3-1
	Java	Version 1.6.20
	JMS/Active MQ	Version 5.4.2
	Ntpd	Version 3.9
	Open LDAP	Version 2.3.43-3
	Open SSH	Version 4.4
	Open SSL	Version 0.9.8e-7
	Perl	Version 5.8.8
	PostgreSQL	Version 8.4
	Spring Framework	Version 3.0.5
	Apache HTTP Server	Version 2.2.3
	copSSH	Version 2.1.0
	cURL	Version 7.15.5-2
	PostGIS	Version 1.3.5-1
	Sarissa	Version 0.9.7.1
	ImageMagick	Version 6.2.8.0-4
	Ghostsript	Version 8.15.2-9.4
NON- BUNDLED THIRD PARTY SOFTWARE	Database:	
	MS Windows Server 2003 (Stats)	Enterprise Edition (64 bit installation)
	MS Windows Server 2008 (Database/Parser)	Enterprise Edition (64 bit installation)
	RedHat Linux	RedHat Enterprise Linux AS 5.8.Premium Edition
	Big Brother or HP Open View	Version 3.1 Version 7.51 or newer
	Red Gate SQL Backup or Veritas Netbackup	Standard Edition Version 6.0 or newer
	Google Earth	Version 4.1 or newer
SENSUS SOFTWARE LIST		
	Software	Version
FLEXWARE™ SOFTWARE	Sensus RNI	Version 3.x
	FlexNet Base Station Software	Version 100120
DA SOFTWARE	PowerVista™ Application	Customer will only have a license to the DA Software ONLY TO THE EXTENT (i) pricing for the specific item of DA Software is specifically included in Exhibit D to this Agreement; and (ii) Customer is current in its payments for that specific item of DA Software
	SCADA-Xchange™ Software	
HARRIS SOFTWARE LIST		
MeterSense MDM (Logic)	Customer will only have a license to the Harris Software ONLY TO THE EXTENT (i) pricing for the specific item of Harris Software is specifically included in Exhibit D to this Agreement; and (ii) Customer is current in its payments for that specific item of Harris Software	
Rules Editor		
Outage Supervision		
Advanced Reporting		
Distribution Optimization		
Customer & Home Connect		
Weather Data Interface	The MeterSense MDM (Logic) requires the Customer to use oracle 11g standard Edition License and requires the Customer to use RedHat Enterprise Linux AS 6.2 Premium Edition.	
Interface to Customer Information System (CIS)		
Interface to Geographic Information System (GIS)		
Supervisory Control and Data Acquisition (SCADA) Integration		

If Sensus is providing Customer with a license to use Harris Software, Customer agrees to the following:

Customer License Agreement

1. No license is given to the Customer for the source code to the Harris Software. The Customer agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the Harris Software or attempt to otherwise convert or alter the Harris Software into human readable code. The Customer further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the Harris Software.
2. The Customer shall have no right to modify the Harris Software supplied by Sensus for Customer's use under this Customer License Agreement without the prior written approval and direction of Sensus and Harris.
3. Customer shall not sublicense or permit the sublicense of any of the rights granted to the Customer related to the Harris Software.
4. The Customer agrees that it will not, except as otherwise expressly provided in this Customer License Agreement or except as dictated by Customer's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Harris Software or other proprietary information in any form.
5. The Customer will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Harris will remain on the Harris Software in machine-readable form.
6. The Customer will take the same care to safeguard the Harris Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
7. No third party, other than duly authorized agents or employees of the Customer authorized pursuant to the licenses issued hereunder, shall have access to or use of the Harris Software.
8. To enable Harris to provide effective support, the Customer shall allow Harris to have remote access to the Harris Software and shall permit Harris to use online diagnostics if required during problem diagnosis

If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit E Pricing

Section 1.1 Pricing Information

Escalation. Customer shall pay for all goods and services rendered by Sensus hereunder at the prices set forth in this Exhibit E or in the Quote referenced on the first page. Such Quote is incorporated into this Exhibit E by reference. The pricing in Exhibit E shall remain firm until the Trigger Date (as defined on the first page of the Agreement). Starting on the Trigger Date, and on each anniversary of the Trigger Date thereafter, the pricing in Exhibit E shall automatically adjust to equal the summation of (i) the amount charged for such pricing component during the immediately preceding year ("Base Amount"); plus (ii) the product of the Base Amount multiplied by the percentage rate of increase in the Escalator(s) during the immediately preceding year (which product shall not be less than zero, such that the pricing in Exhibit E cannot decrease under this section). The Escalator(s) will be calculated utilizing the Escalator(s) published the month prior to the anniversary of the Trigger Date compared to the equivalent month from one year earlier to determine the escalation. For example, if the Trigger Date occurs in January 2015, the Escalator(s) will be calculated by comparing December 2013 and December 2014 figures.

Equipment. Invoices for all Field Devices, RF Field Equipment, Server Hardware and any other goods sold by Sensus hereunder shall be delivered along with the relevant goods.

Third Party Devices. In cases where Customer requests or requires Sensus to deliver SmartPoint Modules to a third party meter manufacturer (or any other third party), payment for such modules is due within thirty (30) days of the invoice date to such manufacturer or other third party, irrespective of how long it takes such third party to deliver the SmartPoint Modules to Customer.

Services. Invoices for Ongoing Fees and services shall be delivered annually or monthly, as applicable, in advance. Invoices for other services shall be delivered upon completion of the applicable service.

Invoices and Payment. Customer shall make payment on all invoices in accordance with the Local Government Prompt Payment Act (the "Act"), Sections 218.70 through 218.79, Florida Statutes. Under this Act, the terms for non-construction services shall apply to this Agreement. Sensus reserves the right to establish credit limits for Customer and may require full or partial payment prior to shipment of any goods or commencement of any services provided hereunder. All payments shall be made via electronic payment to the account(s) indicated by Sensus from time to time, unless Sensus requests a change in payment methods in writing.

Late Payments. Any invoices not disputed in good faith by Customer which Customer does not pay within the time provided in this Agreement shall bear interest at the lower of (i) one percent (1%) per month up to a maximum of twelve percent (12%) per year per the Act; or (ii) the highest rate permitted by applicable law (collectively, "Interest Rate").

Disputed Invoices. If Customer disputes an invoice, it shall give written notice of the dispute to Sensus within 30 days of the invoice date. If it does not do so, the entire invoice shall be deemed payable without reduction, set off, or claim. If Customer gives written notice of the dispute within the required thirty (30) days, it shall, at such time as the notice is given, pay the undisputed amount of the invoice and the disputed portion shall be resolved by the parties or, if necessary, under the dispute resolution provisions of this Agreement. If it is ultimately determined that some or all of the disputed amount was payable, that amount shall bear interest from the original due date until Customer pays it at the Interest Rate.

Withholding. Customer may withhold payment on an invoice for defective goods and services.

Taxes. All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use and other taxes (whether local, state or federal) imposed on this Agreement or the goods, services, licenses, and/or other rights provided to Customer hereunder.

Delivery and Packaging. Customer shall pay for delivery of the Equipment from Sensus' or Sensus' contracted manufacturers' factory to Customer's warehouse. Sensus reserves the right to select the manner in which Equipment is packaged. Quoted prices include regular packing. Special requirements for packing will be subject to extra charges. Shipping and completion dates quoted by Sensus are made in good faith but are not guaranteed.

Address for Purchase Orders. All purchase orders shall be sent to the address listed below. Sensus may change this address at any time, upon written notice to the Customer (such notice may be provided via email).

Sensus USA Inc.
PO Box 487
Uniontown, PA 15401
Attn: Customer Service
Fax: 800-888-2403
Email: icon.support@sensus.com

Exhibit E – Pricing – Continued

1. RNI Hardware and Software Upgrades.

a. Sensus shall:

- i. Deliver the Components, as defined below, after receipt of a valid purchase order.
- ii. Provide the support described below.

b. Customer shall:

- i. Purchase from Sensus the hardware, software, and services listed below (collectively, "Components"). The Components will be invoiced upon delivery.

Components		
Quantity	Description	Cost to Customer
1	Dell R420 Linux Server	\$7,000.00
1	Dell R420 Win Database Server	\$7,000.00
1	Dell R420 Linux Oracle Server	\$5,500.00
1	RNI Setup and Configuration	\$5,000.00
1	Logic Software/License (" <u>Harris Software</u> ")	\$41,000.00
Total Components Purchase:		\$65,500.00

- ii. Purchase from Sensus the ongoing fees listed below ("Ongoing Fees"). The Ongoing Fees will be invoiced annually in advance. The Ongoing Fees will commence upon delivery of the Components.

Ongoing Fees		
Quantity	Description	Cost to Customer (Annually)
1	Annual Support – software license/renewal/support	\$10,250.00
2	FlexNet Base Station annual support	\$3,125.00 per base station per year (total of \$6,250.00 per year)
Total Ongoing Fees:		\$16,500.00 per year

EXHIBIT F

FCC LICENSE(S) AND LICENSED FREQUENCIES

Call Sign	Market Number	Channel Block	Market Name
KNKV203	NWA255	N3	U.S. and Possessions

EXHIBIT G

GEOGRAPHIC BOUNDARIES OF UTILITY'S SERVICE AREA

Channels (Base/Remote Frequency)	Locations (Coordinates)
901.100-901.150 MHz uplink, 940.100-940.150 MHz downlink	29 05 05.2 N, 080 55 30.4 W 29 05 06.1 N, 080 55 27.3 W 29 04 44.5 N, 080 55 13.2 W 29 04 23.2 N, 080 55 18.8 W 29 04 14.2 N, 080 55 32.7 W 29 04 18.8 N, 080 55 41.5 W 29 04 36.7 N, 080 55 51.6 W 29 04 52.3 N, 080 56 05.6 W 29 04 55.8 N, 080 56 13.5 W 29 04 42.1 N, 080 56 41.6 W 29 05 13.2 N, 080 57 01.1 W 29 05 14.8 N, 080 57 08.7 W 29 05 12.3 N, 080 57 18.1 W 29 05 09.0 N, 080 57 37.3 W 29 05 08.2 N, 080 57 50.6 W 29 05 04.5 N, 080 57 54.5 W 29 04 49.9 N, 080 58 18.4 W 29 04 50.4 N, 080 59 06.3 W 29 04 41.0 N, 080 59 13.9 W 29 04 37.4 N, 080 59 21.0 W 29 04 39.8 N, 080 59 34.5 W 29 04 37.0 N, 080 59 34.5 W 29 04 37.0 N, 080 59 38.0 W 29 04 39.9 N, 080 59 51.0 W 29 04 01.2 N, 080 59 50.4 W 29 04 01.4 N, 080 59 35.1 W 29 03 48.4 N, 080 59 35.1 W 29 03 48.0 N, 081 00 05.1 W 29 02 41.1 N, 081 00 03.9 W 29 02 50.0 N, 081 00 07.3 W 29 02 52.6 N, 081 00 09.3 W 29 02 53.1 N, 081 00 11.5 W 29 02 49.6 N, 081 00 51.3 W 29 02 49.6 N, 081 00 53.6 W 29 03 04.4 N, 081 02 23.5 W 29 03 03.6 N, 081 02 34.3 W 29 03 48.3 N, 081 02 34.8 W 29 03 48.2 N, 081 02 40.7 W 29 04 02.6 N, 081 02 40.9 W 29 04 02.8 N, 081 02 35.2 W 29 04 06.7 N, 081 02 35.2 W 29 04 06.7 N, 081 02 35.2 W 29 04 07.0 N, 081 02 03.8 W 29 04 09.8 N, 081 01 57.5 W 29 04 13.5 N, 081 02 00.7 W

	29 04 18.5 N, 081 01 59.4 W
	29 04 19.7 N, 081 01 56.5 W
	29 04 26.6 N, 081 02 05.4 W
	29 04 43.5 N, 081 02 10.4 W
	29 04 44.5 N, 081 02 14.7 W
	29 04 53.7 N, 081 02 16.6 W
	29 05 05.8 N, 081 02 10.3 W
	29 05 11.3 N, 081 02 09.3 W
	29 05 14.9 N, 081 02 11.9 W
	29 05 16.3 N, 081 02 33.4 W
	29 05 17.8 N, 081 02 35.4 W
	29 05 20.7 N, 081 02 33.8 W
	29 05 21.2 N, 081 02 35.7 W
	29 05 15.3 N, 081 02 35.7 W
	29 05 06.3 N, 081 02 54.8 W
	29 05 04.1 N, 081 02 54.9 W
	29 05 04.0 N, 081 03 02.4 W
	29 05 04.5 N, 081 03 01.5 W
	29 05 04.2 N, 081 02 59.6 W
	29 05 05.7 N, 081 02 56.9 W
	29 05 08.4 N, 081 02 58.7 W
	29 05 10.3 N, 081 02 56.6 W
	29 05 10.5 N, 081 02 52.5 W
	29 05 08.6 N, 081 02 50.2 W
	29 05 13.2 N, 081 02 51.5 W
	29 05 13.7 N, 081 02 50.5 W
	29 05 13.8 N, 081 02 50.5 W
	29 05 30.2 N, 081 02 50.5 W
	29 05 29.8 N, 081 03 21.0 W
	29 06 24.9 N, 081 03 23.0 W
	29 06 22.5 N, 081 04 07.7 W
	29 06 50.5 N, 081 04 12.8 W
	29 06 50.6 N, 081 03 53.4 W
	29 06 51.1 N, 081 03 53.4 W
	29 06 51.1 N, 081 04 00.8 W
	29 06 57.3 N, 081 04 00.9 W
	29 06 57.4 N, 081 03 53.4 W
	29 07 17.1 N, 081 03 53.6 W
	29 07 17.0 N, 081 04 16.0 W
	29 07 44.0 N, 081 04 25.4 W
	29 07 44.0 N, 081 03 03.0 W
	29 07 51.8 N, 081 03 07.2 W
	29 07 51.8 N, 081 02 51.6 W
	29 08 22.9 N, 081 03 25.0 W
	29 08 30.3 N, 081 03 07.2 W
	29 08 30.1 N, 081 02 41.9 W
	29 09 17.7 N, 081 02 41.8 W
	29 09 17.5 N, 081 02 07.4 W
	29 09 41.0 N, 081 02 07.3 W
	29 09 48.8 N, 081 01 47.8 W
	29 09 09.5 N, 081 01 26.2 W
	29 09 13.1 N, 081 01 17.4 W
	29 09 04.2 N, 081 01 12.7 W

	29 09 04.1 N, 081 01 12.6 W
	29 09 03.9 N, 081 01 18.6 W
	29 08 58.1 N, 081 01 15.7 W
	29 09 02.6 N, 081 01 04.7 W
	29 08 51.5 N, 081 00 58.9 W
	29 08 54.7 N, 081 00 51.1 W
	29 08 49.0 N, 081 00 48.1 W
	29 08 51.9 N, 081 00 41.1 W
	29 08 57.5 N, 081 00 44.1 W
	29 09 12.2 N, 081 00 43.7 W
	29 09 15.0 N, 081 00 37.1 W
	29 09 11.5 N, 081 00 27.1 W
	29 08 54.3 N, 081 00 17.8 W
	29 08 57.8 N, 081 00 10.7 W
	29 09 01.8 N, 081 00 12.9 W
	29 09 01.9 N, 081 00 13.0 W
	29 09 01.7 N, 080 59 36.9 W
	29 08 57.8 N, 080 59 36.9 W
	29 09 21.2 N, 080 58 36.1 W
	29 10 14.5 N, 080 59 09.3 W
	29 10 28.1 N, 080 59 14.4 W
	29 10 36.0 N, 080 58 53.6 W

The city council grants the city manager the authority to waive any and all nonsubstantial or minor irregularities in any and all formal bids. Any waiver will be noted in any award recommendation to [the] council.

(Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

Sec. 2-266. - Determination of lowest and best bidder.

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

- (1) The ability, capacity and skill of the bidder to perform the contract.
- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (7) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (8) The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
- (9) The number and scope of conditions attached to the bid.
- (10) Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

(Code 1981, § 8-30)

Sec. 2-267. - Bidding requirements.

- (a) [*Procurement of goods and services.*] The city manager shall be responsible for the procurement of supplies, materials, equipment and services paid for from city funds. The departments and/or offices shall purchase their goods and services through the division of purchasing, which is the city's official purchasing agency. All purchases shall comply with local, state and federal laws, rules regulations and policies, as applicable. No contract or purchase shall be subdivided to avoid the requirements of this article.

(b)

[Exempt purchases.] Purchases exceeding \$25,000.00 require approval by city council except for goods and/or services that do not lend themselves to the normal competitive bidding process and the city manager has approved waiving the formal bidding requirements, as follows:

- (1) Maintenance and/or service contracts, on various types of technical equipment that are offered and/or supplied only by the original manufacturer or its representative, or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental, lease or lease purchase agreement's terms and conditions.
- (2) Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.
- (3) Public or regulated utility services or government franchised services.
- (4) Commodities or contractual services determined to only be available from a single source. The city shall electronically or otherwise publicly post a description of the commodities or contractual services for a period of at least seven business days. The posted description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.
- (5) Professional services (except as otherwise provided for in Florida law) and contracts for professional services (which include, but are not limited to, services provided by attorneys, accountants, actuaries, lobbyists and financial advisors) may be made or entered into by the city manager without utilizing a sealed competitive method or the written quotations method.
- (6) Admission fees.
- (7) Association fees and professional association dues.
- (8) License fees and agreements.
- (9) Media advertising (i.e., newspaper, radio, television, etc.).
- (10) Permit fees.
- (11) Petty cash replenishment.
- (12) Postage.
- (13) Registration fees.
- (14) State fees (unemployment compensation).
- (15) Travel reimbursement.
- (16) Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to city-owned property.
- (17) Supplies, equipment and vehicles purchased at a public auction.
- (18) Purchases from other governmental agencies, including school boards, community colleges, federal agencies, and agencies from other states, when the awarded contract by the other entity permits purchases by the city on the same terms, conditions, and prices (or below such prices) and the purchase is considered economically advantageous to the city.



Public Works & Utilities Department
Budget Transfer Request Form

BT-000681
Keyed 1/19/2021
JWC

Requester: Julia Wiggins, Public Works & Utilities Business Manager
Date: January 19, 2021

From:

Ledger / Name	Fund & Name	Cost Center	Program	Spend Category	Project	Amount
600000 – Capital	401-Water Sewer	Water / Sewer	W/S Distribution	Equipment – Capital	None	\$132,000

To:

Ledger / Name	Fund & Name	Cost Center	Program	Spend Category	Project	Amount
510000 – Contract	401-Water Sewer	Water / Sewer	W/S Distribution	Other Cont Serv	None	\$132,000

Reason: FY21 – Required to provide the necessary funding to upgrade to the Sensus Network as a Service (Naas). Contract Management Item

CC: Lynn Stevens, Director
Steve Parnell, Deputy Director of Public Utilities
Graeme Gardiner, Field Operations Manager

CPO Budget vs Actuals for Cost Center

Repeat By Program
 Company City of Port Orange
 Cost Center(s) Cost Center: Water and Sewer
 Period FY2021 - Jan
 Plan Structure Annual Budget Detail
 Fund 401 Water & Sewer System

Plan Name
 Book Modified Accrual
 Worktags Program: Water/Sewer Distribution
 Has No Program No
 Exclude Projects? Yes

Water/Sewer Distribution as of January 19, 2021

Ledger Account	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Commitments	Obligations	Actuals & Encumbrances	Budget Remaining	Budget Used (%)
Operating Expenditures	878,170	878,170	6,049	83,113	1,112	79,444	163,670	714,500	18.64%
Discretionary Operating Expenditures	791,030	843,927	6,049	69,418	1,112	79,444	149,975	693,952	17.77%
Contractual Services	220,000	220,000	3,681	20,919	1,060	80,472	102,451	117,549	46.57%
Maintenance and Repairs	245,000	297,897	0	23,839	0	0	23,839	274,058	8.00%
Other Supplies and Expenses	326,030	326,030	2,368	24,660	52	(1,028)	23,685	302,345	7.26%
Non-Discretionary Operating Expenditures	87,140	34,243	0	13,695	0	0	13,695	20,548	39.99%
Non-Discretionary Maintenance and Repairs	73,435	20,538	0	10,269	0	0	10,269	10,269	50.00%
Insurance Claims and Expenses	13,705	13,705	0	3,426	0	0	3,426	10,279	25.00%
Personnel	1,453,022	1,497,517	89,341	294,420	0	0	294,420	1,203,097	19.66%
Personnel Services	1,453,022	1,497,517	89,341	294,420	0	0	294,420	1,203,097	19.66%
Capital Outlay	626,000	658,000	0	27,346	(7,790)	140,907	160,463	497,537	24.39%
Capital Outlay	626,000	658,000	0	27,346	(7,790)	140,907	160,463	497,537	24.39%
Intangible Assets - Depreciable	0	35,000	0	0	0	0	0	35,000	0.00%
Land	0	0	0	0	(7,790)	0	(7,790)	7,790	0.00%
Machinery and Equipment	626,000	623,000	0	27,346	0	140,907	168,253	454,747	27.01%
Debt Service	0	0	0	0	0	0	0	0	0.00%
Total expenditures	2,957,192	3,033,687	95,390	404,879	(6,678)	220,351	618,552	2,415,135	20.39%
Other Financing Sources	0	0	0	0	0	0	0	0	0.00%
Other Financing Uses	0	0	0	0	0	0	0	0	0.00%
Total Other Sources & Uses	0	0	0	0	0	0	0	0	0.00%
Net change	(2,957,192)	(3,033,687)	(95,390)	(404,879)	6,678	(220,351)	(618,552)	(2,415,135)	(20.39%)

CPO Budget vs Actuals for Cost Center

Repeat By Program
Company City of Port Orange
Cost Center(s) Cost Center: Water and Sewer
Period FY2021 - Jan
Plan Structure Annual Budget Detail
Fund 401 Water & Sewer System

Plan Name Modified Accrual
Book Program: Meter Shop
Worktags No
Has No Program No
Exclude Projects? Yes

Meter Shop as of January 19, 2021

Ledger Account	Original Budget	Amended Budget	Actuals (MTD)	Actuals (YTD)	Commitments	Obligations	Actuals & Encumbrances	Budget Remaining	Budget Used (%)
Operating Expenditures	260,620	260,620	586	14,058	0	14,657	28,715	231,905	11.02%
Discretionary Operating Expenditures	231,220	241,094	586	8,316	0	14,657	22,972	218,122	9.53%
Contractual Services	63,700	63,700	0	36	0	15,300	15,336	48,364	24.08%
Other Contracted Services	63,700	63,700	0	36	0	15,300	15,336	48,364	24.08%
Maintenance and Repairs	56,000	73,874	0	2,298	0	0	2,298	71,576	3.11%
Other Supplies and Expenses	111,520	103,520	586	5,981	0	(644)	5,338	98,182	5.16%
Non-Discretionary Operating Expenditures	29,400	19,526	0	5,743	0	0	5,743	13,784	29.41%
Non-Discretionary Maintenance and Repairs	13,319	3,445	0	1,723	0	0	1,723	1,723	50.00%
Non-Discretionary Supplies and Expenses	11,512	11,512	0	2,877	0	0	2,877	8,635	24.99%
Insurance Claims and Expenses	4,569	4,569	0	1,143	0	0	1,143	3,426	25.02%
Personnel	453,930	453,930	33,121	111,739	0	0	111,739	342,191	24.62%
Personnel Services	453,930	453,930	33,121	111,739	0	0	111,739	342,191	24.62%
Capital Outlay	0	0	0	0	0	0	0	0	0.00%
Debt Service	0	0	0	0	0	0	0	0	0.00%
Total expenditures	714,550	714,550	33,707	125,797	0	14,657	140,454	574,096	19.66%
Other Financing Sources	0	0	0	0	0	0	0	0	0.00%
Other Financing Uses	0	0	0	0	0	0	0	0	0.00%
Total Other Sources & Uses	0	0	0	0	0	0	0	0	0.00%
Net change	(714,550)	(714,550)	(33,707)	(125,797)	0	(14,657)	(140,454)	(574,096)	(19.66%)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: Yes

SUBJECT: (B8) Resolution No. 21-24 - Budget and Appropriate increase in Victims of Crime Act (VOCA) Grant

DEPARTMENT: Finance

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approved Resolution No. 21-24.

SUMMARY: This Resolution appropriates the additional \$32,654 of VOCA Grant from OAG, which was approved by Council on 4/20/21.

Background

The purpose of this item is to budget for Amendment #1 of the 2020-2021 grant agreement from the Florida Office of the Attorney General (OAG) which increases the project budget by \$32,654.00 for a revised award totaling \$122,093.00.

On November 4, 2020, Council approved Resolution 20-62 accepting the grant award from OAG in the amount of \$89,439.00 to enhance crime victim services. Matching funds totaling \$22,359.00 were also approved on November 4, 2020, and approval of Amendment #1 will not result in an increase in matching funds.

The City received notification from OAG on February 26, 2021, that the Florida Legislature provided increased budget authority. This increased authority resulted in OAG increasing agencies' awards to the amount requested in the 2020-2021 VOCA grant application. A portion of the additional monies awarded in the amount of \$10,000 is included in the award for COVID-related expenses.

Original Budget Total	111,798.00	Revised Budget Total	144,452.00	Var.= 32,654.00
VOCA	89,439.00	VOCA	122,093.00	
City Match	22,359.00	City Match	22,359.00	

Project No.:

Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 21-24 with exhibit	Bud Reso 21-24 - VOCA Grant Additional Funding (199) - CC Mtg 5-04-21.pdf
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Lupe Reyna-Coffin	Created/Initiated - 4/21/2021
Amanda Lasecki	Approved - 4/21/2021
Scott Neils	Approved - 4/21/2021
Alison Sylvester	Approved - 4/21/2021
Matthew Jones	Approved - 4/22/2021
Wayne Clark	Approved - 4/28/2021
Robin Fenwick	Final Approval - 4/29/2021

RESOLUTION NO. 21-24

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, BUDGETING FOR
ADDITIONAL FUNDING FROM THE VICTIMS OF
CRIME ASSISTANCE (VOCA) GRANT IN THE
AMOUNT OF \$32,654 FOR A TOTAL GRANT
AMOUNT OF \$122,093 FOR THE FISCAL YEAR 2021
AND; SETTING FORTH REVENUES AND
EXPENDITURES; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, The City Council desires to budget for \$32,654 of additional funds approved for the VICTIMS OF CRIME ASSISTANCE (VOCA) Grant from the State of Florida, Office of the Attorney General (OAG) increasing the total award from \$89,439 to \$122,093 for the fiscal year. The additional funding does not change the City's required match of \$22,359; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2020 through September 30, 2021.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict

compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of _____

Reviewed and Approved: _____
Mathew J. Jones, City Attorney

FY2021 **Grant Fund (199)**
Prepared: **April 19, 2021**
Finance: **Finance Staff**

**Budget Increase /
(Decrease)**

Revenues:

Intergovernmental Revenue - Federal		32,654
Sponsor - 2020-2021 VOCA		
Original - Approved Award	89,439	
Amended Award	122,093	
Additional Grant Revenue - FY21	<u>(32,654)</u>	
Total Revenues:	\$	<u>32,654</u>

Expenditures:

Discretionary Operating Expenditures - Public Safety		32,654
Total Expenditures:	\$	<u>32,654</u>

To budget for;

Additional Grant Funds awarded from the Office of the Attorney General (OAG) State of Florida - for the Victims of Crime Act (VOCA) for Public Safety services. Grant - GR000035 / Award-000024. No change in required City match.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: Yes

SUBJECT: (B9) Approval of Sabal Creek Traffic Enforcement Agreement

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Traffic Enforcement Agreement with the Sabal Creek Homeowners Association, Inc. and authorize the execution of the agreement.

SUMMARY: Staff has worked with The Sabal Creek Homeowners Association, Inc. to finalize the Traffic Enforcement Agreement and recommends the approval of the agreement with Sabal Creek Homeowners Association. This agreement will be in effect until March 1, 2026.

Project No.:

Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Sable Creek TEA	Sabal creek - TEA.pdf
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Beth Unruh	Created/Initiated - 12/1/2020
William Proctor	Approved - 3/15/2021
Thomas Grimaldi	Approved - 3/15/2021
Scott Neils	Approved - 3/17/2021
Matthew Jones	Approved - 3/23/2021
Jamie Miller	Approved - 3/23/2021
Robin Fenwick	Final Approval - 3/23/2021

TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2021, by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "CITY", and SABAL CREEK HOMEOWNERS ASSOCIATION, INC. a Florida non profit corporation, whose address is 772 Hunt Club Trail, Port Orange, Florida 32127, hereinafter referred to as "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, the CITY may exercise jurisdiction over any private road or roads located within the CITY's boundaries under written agreement as authorized by Section 316.006(2)(b), Florida Statutes; and

WHEREAS, the CITY is empowered to enforce the State Uniform Traffic Control provisions in the City of Port Orange under Section 316.008(2), Florida Statutes; and

WHEREAS, the ASSOCIATION has elected, by a majority vote of its board of directors, to have state traffic laws enforced by the CITY on private roads that are controlled by the ASSOCIATION; and

WHEREAS, the CITY and the ASSOCIATION, in the interest of the public health, safety, and welfare, desire to establish terms and conditions for the enforcement of the State Uniform Traffic Control provisions on the private roads owned and controlled by the ASSOCIATION.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the CITY and the ASSOCIATION agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions under which the CITY will provide State Uniform Traffic Control enforcement over the private roads under the ownership and control of the ASSOCIATION, including all roads listed on Exhibit "A" attached.

SECTION 2. TERM. This Agreement shall become effective upon execution by both parties, and shall run through March 1, 2026, and may be renewed thereafter for successive periods not to exceed two (2) years each upon mutual agreement of the CITY COUNCIL and the ASSOCIATION, unless earlier terminated as provided herein.

SECTION 3. PRIVATE ROADS. The CITY is authorized to enforce the State Uniform Traffic Control provisions over the private roads under the ownership and control of the ASSOCIATION as identified on the attached Exhibit "A" that is incorporated by reference into this Agreement.

SECTION 4. TRAFFIC SIGNAGE.

a. The ASSOCIATION shall acquire and install, at its sole cost, the street/traffic signage to be installed at the locations listed in Exhibit "B". The ASSOCIATION shall also provide for maintenance of the signage at its sole cost.

b. The CITY reserves the right to make any and all final decisions for all street/traffic signage installations such as, by way of example and not limitation, multi-way stop locations, stop locations, reduction or increase of speed limits. Requests for permission to install the above-referenced signage must be made in writing by the ASSOCIATION to the CITY and the following information must be included in the request:

1. the type of signage requested;
2. the requested location of the signage; and
3. the authorized signature of the person making the request on behalf of the ASSOCIATION.

c. It shall be the ASSOCIATION's sole and exclusive obligation to replace lost, stolen or damaged traffic signage with replacement traffic signage.

d. The ASSOCIATION shall provide to the CITY, upon request, the proposed design plans and specifications for all traffic signs to be installed and the CITY shall review the plans and specifications for conformance to the Manual for Uniform Traffic Control Devices and respond appropriately. The CITY shall be the sole and exclusive party with approval authority as to all final plans and specifications. Prior to commencement of any installation activities by the ASSOCIATION, the CITY's written approval must be obtained.

e. The ASSOCIATION shall comply with all CITY standards for signage installation. The CITY's Chief of Police shall be solely responsible for all signage determinations.

SECTION 5. TRAFFIC ENFORCEMENT.

a. The CITY may exercise its jurisdiction for municipal traffic control and enforcement on the private roads identified on the attached Exhibit "A". Traffic control and enforcement shall include applicable provisions of Chapters 316, 318, 320 and 322, Florida Statutes, as may be amended.

b. The CITY currently provides routine patrols for enforcement of criminal violations of the Florida Statutes within the ASSOCIATION. The CITY shall be solely responsible for the means and methods of enforcement of the

State Uniform Traffic Control laws, including but not limited to the scheduling of special detail patrols and the use of radar or other methods of enforcement. The CITY in its sole discretion shall have the right to perform traffic control and enforcement if violations are observed concurrently while performing routine patrols. Upon execution of this Traffic Enforcement Agreement routine patrols shall continue at the same rate and frequency unless the CITY determines otherwise and shall include traffic enforcement along with criminal law enforcement.

SECTION 6. MAINTENANCE AND OPERATION. Upon the completion of the installation of the signage, if any, the ASSOCIATION shall maintain full responsibility for the maintenance and operation of the signage subject to the provisions of this Agreement. The CITY upon the ASSOCIATION'S written request shall provide for the signage. If the ASSOCIATION fails to maintain the signage required in this Traffic Enforcement Agreement and fails to authorize the CITY to provide said signage, then upon the CITY's notice to the ASSOCIATION, the CITY shall provide for the required signage, at the cost of the ASSOCIATION.

SECTION 7. LEVEL OF MAINTENANCE. The ASSOCIATION shall maintain the signage in accordance with all CITY policies. In this regard the ASSOCIATION shall record all maintenance activities relative to said street/traffic signage on a CITY approved log sheet and shall routinely furnish copies of said log to the Chief of Police.

SECTION 8. REPAIR, MODIFICATION AND REPLACEMENT. The ASSOCIATION shall not make any modifications (except for normal maintenance activities) to the signage or replace any of the signage without the CITY's prior written approval or in clear emergency situations in which case the CITY shall be immediately notified.

SECTION 9. LEVEL OF SERVICE. It is expressly understood and agreed by the parties hereto that the effect of the signage must be such that traffic will be properly handled. Necessary modifications or replacements may be made by the ASSOCIATION, after written approval by the CITY, to accommodate the changing needs of traffic.

SECTION 10. COMPENSATION.

a. The ASSOCIATION shall reimburse the CITY for all actual costs, if any, resulting to the CITY from the installation of the ASSOCIATION's traffic signage, emergency signage requirements, or other CITY costs related to the private roads based upon the City's rate for private detail law enforcement activities. Upon execution of this Traffic Enforcement Agreement the rate for labor relating to the installation of traffic signage shall commence at the rate of \$ 17.50, subject to revision based on average personnel cost per hour. Traffic enforcement shall be performed during routine patrol within the ASSOCIATION

and the CITY shall not charge for said routine patrol and traffic enforcement occurring during the routine patrol.

b. If private detail traffic enforcement services are requested in writing by the ASSOCIATION, the CITY shall have the right to charge the ASSOCIATION for all actual costs resulting to the CITY from the provision of private detail traffic enforcement services over the private roads. Upon execution of this Traffic Enforcement Agreement the rate for private detail traffic enforcement shall commence at the rate of \$48.00 per hour.

c. The actual cost for signage and signage services provided by the CITY and the actual cost for provision of traffic enforcement services provided by the CITY shall be adjusted annually effective on October 1 of each successive year of this Agreement to the actual costs contemplated by this Traffic Enforcement Agreement. If the actual costs are increased, the CITY shall provide forty-five (45) days written notice of the increased rates.

SECTION 11. PAYMENT AND BILLING.

a. The CITY shall render to the ASSOCIATION, at the close of each calendar month if services have been rendered, an itemized invoice describing the services rendered, the cost of the services, and other information required by this Agreement.

b. The costs of services of the CITY shall be invoiced to the ASSOCIATION. Payment by the ASSOCIATION shall be made to the CITY within thirty (30) days of receipt of the CITY's invoices. Bills paid later than thirty (30) days after receipt of the CITY's invoice shall be assessed a TEN DOLLAR (\$10.00) penalty, and the unpaid balance shall accrue interest at ONE PERCENT (1%) per month until said balance is paid. If any such fee, rate or charge is not paid as and when due and is in default for twenty-five (25) days or more, the unpaid balance thereof and all interest accrued thereon, together with a collection fee, as established by resolution, may be referred to a collection agency. If any such fee, rate or charge is not paid as and when due and is in default for twenty (20) days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered by civil action. In addition to any other remedies or penalties provided herein, failure to pay such charges promptly when due shall subject ASSOCIATION to discontinuance of further city services without notice.

SECTION 12. INDEMNIFICATION.

a. The ASSOCIATION shall, at all times hereafter, indemnify, hold harmless and defend the CITY, its officers, agents, servants, volunteers and employees, individually and collectively, from and against any claims, damages, injuries, losses, liability, causes of action, costs and expenses, including attorneys fees and costs, arising out of, resulting from, or in any way connected

with any negligent and wrongful acts or omissions of the ASSOCIATION, its officers, agents, servants or employees in the performance of duties and obligations under this Traffic Enforcement Agreement, the services provided by the ASSOCIATION pursuant to this Agreement, the condition of the private roads including any signage, or the performance of operations under this Traffic Enforcement Agreement. This provision shall survive the termination or expiration of this Agreement.

b. For purposes of liability, the CITY is subject to sovereign immunity in accordance with state law. This Agreement shall not constitute a waiver of sovereign immunity by the CITY as to any matter to which such immunity would apply, except to the limited extent set forth in Section 768.28, Florida Statutes. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the CITY than that which the CITY would ordinarily be subjected to when providing its normal police services.

SECTION 13. INSURANCE.

a. GENERAL. The ASSOCIATION shall, at the ASSOCIATION's own cost, procure the insurance required under this section and maintain such insurance in effect during the term of this Agreement.

b. The ASSOCIATION shall furnish the CITY with a Certificate of Insurance signed by an authorized representative of the insurance company evidencing the insurance required by this section. The Association shall provide the CITY not less than thirty (30) days written notice prior to the cancellation, nonrenewal, amendment or restriction of coverage. The ASSOCIATION shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

c. In addition to providing the Certificate of Insurance, if required by the CITY, the ASSOCIATION shall, within thirty (30) days after receipt of the request, provide the CITY with a copy of each of the policies of insurance providing the coverage required by this section.

d. Neither approval by the CITY nor failure to disapprove the insurance furnished by the ASSOCIATION shall relieve the ASSOCIATION of the ASSOCIATION's full responsibility for liability, damages and accidents.

e. INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance

of the State of Florida to conduct business in the State of Florida.

(2) In addition, such companies shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: lose its Certificate of Authority, fail to maintain the Best's Rating and Financial Size Category, the ASSOCIATION shall, as soon as the ASSOCIATION has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the ASSOCIATION has replaced the unacceptable insurance company with an insurance company acceptable to the CITY, the ASSOCIATION shall be deemed to be in default of this Agreement.

f. SPECIFICATIONS. Without limiting any of the other obligations or liability of the ASSOCIATION, the ASSOCIATION shall, at the ASSOCIATION's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the ASSOCIATION and the CITY and shall be maintained in force until the termination date of this Agreement. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Comprehensive General Liability.

Liability insurance, including coverage for premises/operations and personal injury coverage shall be obtained. This liability insurance shall include contractual liability insurance applicable to the ASSOCIATION'S obligations under this Agreement. The limits of liability shall be no less than \$1,000,000.00 for injury or death to any one person and no less than \$2,000,000.00 for injury or death to two or more persons as a result of any one occurrence and no less than \$100,000.00 for property damage to one or more persons as a result including, but not limited to, attorney's fees, arising out of or resulting from the performance of this Agreement. The City of Port Orange must be listed as an additional insured on the policy for activities as it relates to this Agreement. Proof of proper insurance must be provided upon request to the CITY within 48 hours of a request.

g. OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the ASSOCIATION, its officers, employees, servants or agents, of liability from any obligation under a section or any other portions of this Traffic Enforcement Agreement.

SECTION 14. TERMINATION. This Traffic Enforcement Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of the CITY, immediately in the event any of the terms, covenants or agreements of this Agreement have been violated.

SECTION 15. ASSIGNMENT. No party to this Traffic Enforcement Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

SECTION 16. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Traffic Enforcement Agreement, the relationship of the ASSOCIATION to the CITY is that of independent contractor and not that of agent or employee. No statement contained in this Traffic Enforcement Agreement shall be construed so as to find the ASSOCIATION an agent or employee of the CITY, and the ASSOCIATION shall be entitled to none of the rights, privileges or benefits of CITY employees.

SECTION 17. EMPLOYEE STATUS. Persons employed by the ASSOCIATION in the performance of services and functions pursuant to this Traffic Enforcement Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 18. ENTIRE AGREEMENT.

a. It is understood and agreed that the entire agreement of the parties is contained herein and that this Traffic Enforcement Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

b. Any alterations, amendments, deletions, or waivers of the provisions of this Traffic Enforcement Agreement, except the annual actual cost adjustment set forth in Section 10(c) of this Traffic Enforcement Agreement, shall be valid only when expressed in writing and duly signed by the parties.

SECTION 19. NOTICES. Whenever either party desires to give notice to the other, notice shall be sent by certified mail, return receipt requested, to:

FOR CITY: City Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

FOR ASSOCIATION: Sabal Creek Homeowners Association, Inc.
Trent Emerson, President
772 Hunt Club Trail
Port Orange, FL 32127

and

James Morbitzer, Registered Agent
c/o Morbitzer Management
772 Hunt Club Trail
Port Orange, FL 32127

Either party may change, by written notice as provided herein, the address or person for receipt of notices.

SECTION 20. PUBLIC RECORDS LAW. The parties acknowledge the obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The parties acknowledge that the CITY is required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Traffic Enforcement Agreement and that said statute controls over the terms of this Traffic Enforcement Agreement.

IN WITNESS WHEREOF, the parties have executed this Traffic Enforcement Agreement on the dates indicated below.

SABAL CREEK HOMEOWNERS
ASSOCIATION, INC
a Florida nonprofit Corporation

CITY OF PORT ORANGE, a
Florida municipal corporation

By: _____
Trent Emerson, President

By: _____
Mayor Donald O. Burnette

Attest: _____
Lyn Heppner, Secretary

Attest: _____
Robin L. Fenwick, MMC
City Clerk

Date: _____

Date: _____

[CA7429]

Exhibit "A"

Private Roads

Location Map Attached as Exhibit "1"

PLAT: SABAL CREEK P.U.D., Phase I per Plat Book 44, Pages 167-170,
Public Records of Volusia County, Florida

Names of Private Roads:

Sabal View Drive
Sabal Point Circle
Sabal Creek Boulevard
Sabal Hammock Circle
Sabal Brook Way

PLAT: SABAL CREEK P.U.D., Phase II per Plat Book 45, Pages 7-8,
Public Records of Volusia County, Florida

Names of Private Roads:

Sabal Hammock Circle
Sabal Crossing Court

PLAT: SABAL CREEK P.U.D., Phase III per Plat Book 45, Pages 169-170,
Public Records of Volusia County, Florida

Names of Private Roads:

Sabal Creek Boulevard
Shallow Brook Court
Sabal Hammock Circle

EXHIBIT "A"

SABAL CREEK PUD



S. WILLIAMSON BLVD

ROSCOE TURNER TRL

PHASE III

PHASE II

SABAL CROSSING CT

SABAL HUMMOCK CIR

SABAL BROOKWAY

SHALLOW BROOK CT

SABAL CREEK BLVD

PHASE I

SABAL VIEW DR

SABAL POINT CIR

AIRPORT RD

GOLF VILLA DR

CYPRESS SPRINGS PARKWAY

MONTIGO BAY CT

ST THOMAS CT

WINTERFORD DR

SUMMER GREEN DR



PARIA CT

EXHIBIT "1"

EXHIBIT "B"

Inventory of Street Signs

Stop signs located on the following streets that intersect Sabal Creek Blvd.:

Sable View Drive
Sable Brook Way
Shallow Brook Court

Stop signs located on the following streets that intersect Sabal Hammock Circle:

Sabal Crossing Court
Sabal Brook Way

Stop sign located Sabal View Drive that intersects Sabal Point Circle.

Stop sign at intersection of Airport Road.

Speed Limit 25 MPH signs located on Sabal Creek Blvd. just inside gate, Sabal Brook Way, Sabal Hammock Circle just south of Sabal Brook Way and Sabal View Drive.

Curve Ahead sign on Sabal Hammock Circle south of Sabal Brook Way.

Curve Ahead signs (4) within Sabal Point Circle.

Keep Right sign at entrance south of gates.

Keep Right sign in median of Sabal Creek Blvd. north of gate.

Slow Children Playing sign just inside entrance gate.

Speed Strictly Enforced sign just inside entrance gate.

No Outlet sign located on Sabal Hammock Crossing just south of Sabal Brook Way.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: Yes

SUBJECT: (B10) Approval of TD Bank as Investment Custodial Bank

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve implementing Custodial Safekeeping practices and approve TD Bank as the City's Investment Custodial Bank.

SUMMARY: In October 2019, PFM Asset Management LLC (PFM), our investment advisor, recommended a change from our SunTrust (Truist) basic safekeeping account to a custodial safekeeping account. The current basic safekeeping arrangement requires the staff to manually reconcile all investment trades (buy or sell). In addition, the investments are not in the City's name but held in the bank's name for the benefit of the City.

In a custodial safekeeping relationship, the investment assets are held in the City's name and are separate assets from the bank. Additionally, there is an overnight cash sweep that allows the investment advisor to invest idle funds.

Staff asked PFM to provide quotes for custodial services. Four quotes were received - TD Bank, US Bank, SunTrust Bank (Truist), and Bank of New York. Based on the quotes received for our investment portfolio, TD Bank was the lowest with an annual fee of \$4,500. Our current cost for basic safekeeping is \$13,770.

Staff has prepared the necessary forms to make this change, pending approval by Council.

Project No.: n/a

Funding Account No.: 000000000000

Presenter: Scott Neils

ATTACHMENTS:

1.	Safekeeping and Third-Party Custodian Services (final) v2	Safekeeping and Third-Party Custodian Services (final) v2.pdf
2.	Safekeeping fee analysis	Safekeeping fee analysis.xlsx

Scott Neils	Created/Initiated - 3/5/2021
Scott Neils	Approved - 4/7/2021
Matthew Jones	Approved - 4/23/2021
Wayne Clark	Approved - 4/28/2021
Robin Fenwick	Final Approval - 4/29/2021



City of Port Orange

Benefits of an Independent Third-party Custodian & Pricing Analysis

March 16, 2021

Presented by Dr. Scott Neils CPA, CMA, CGFO

PFM Asset
Management LLC

300 South Orange Ave,
Suite 1170
Orlando, FL 32801

407.648.2208
pfm.com



Safekeeping Account and Third-Party Custodian Services Comparison

Basic Safekeeping Provider

Typically, a brokerage firm or banking institution

- Investment assets are held in the safekeeping firm's name *for the benefit of the City*
- The assets are considered general assets of the firm and *may not be protected from being used to help pay the safekeeping firm's creditors*
- May have limited capability related to the sweep of funds, resulting in *inability to track cash and maximize investment returns*
- *Reporting is provided for account on a basic level, generally with limited detail and no roll-up capabilities*

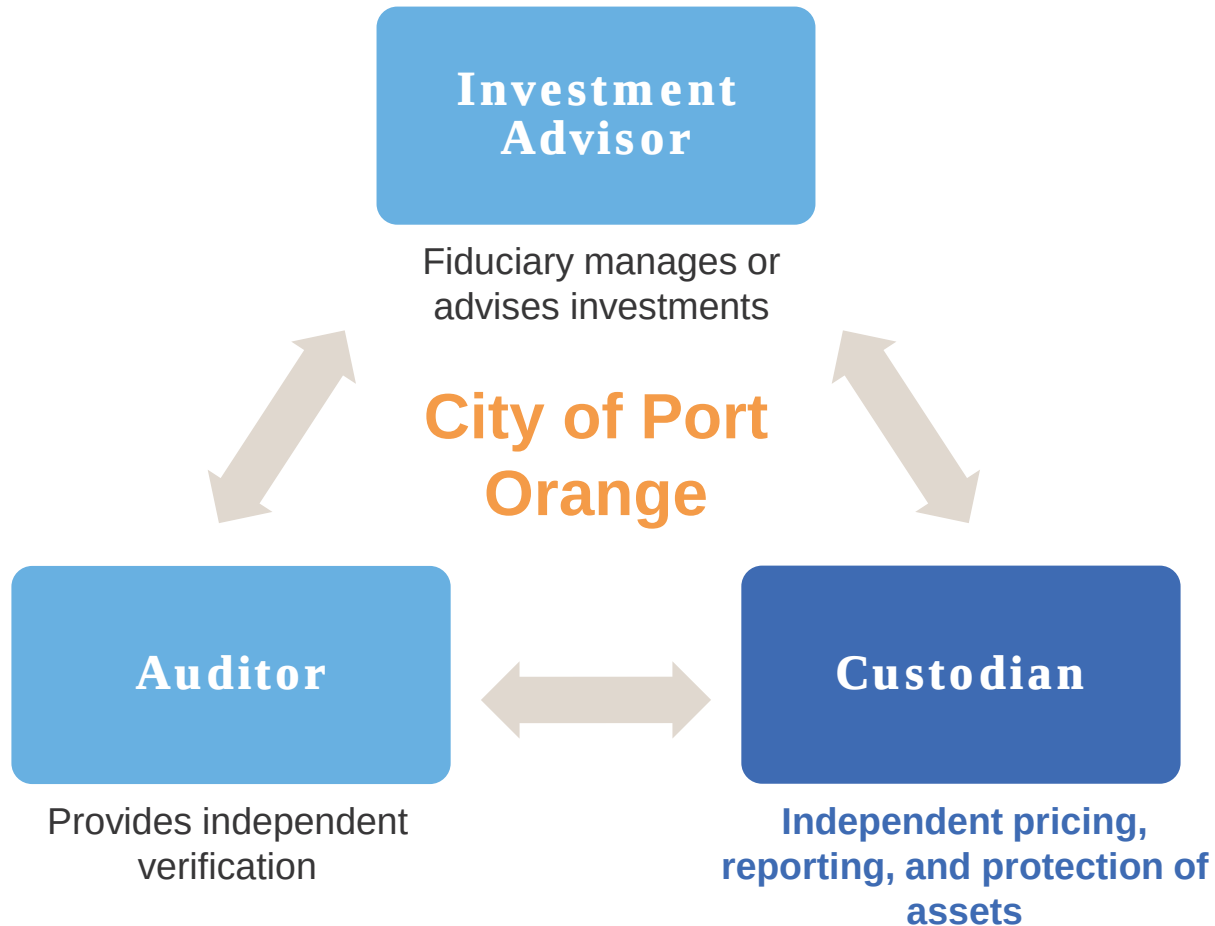
Third-Party Custodial Provider

Usually, a banking institution

- Investment assets are *held directly in the City's name*
- Investment assets are *protected from the claims of creditors, as the assets are considered legally separate from the bank or financial institution*
- Ability to utilize an automated overnight cash sweep investment vehicle of the City's choice, *allowing advisor to track cash and remain fully invested*
- *Comprehensive reporting*, including roll-ups and customizable reporting options
- Fee transparency *separate contracts for investment advisory and custodial services* allows for price comparison of each service
- *Eliminates time consuming tasks of the staff* with trade processing/settlement and reporting



Independent Custody Provides Checks and Balances





Custody Integration with Multiple Financial Partners

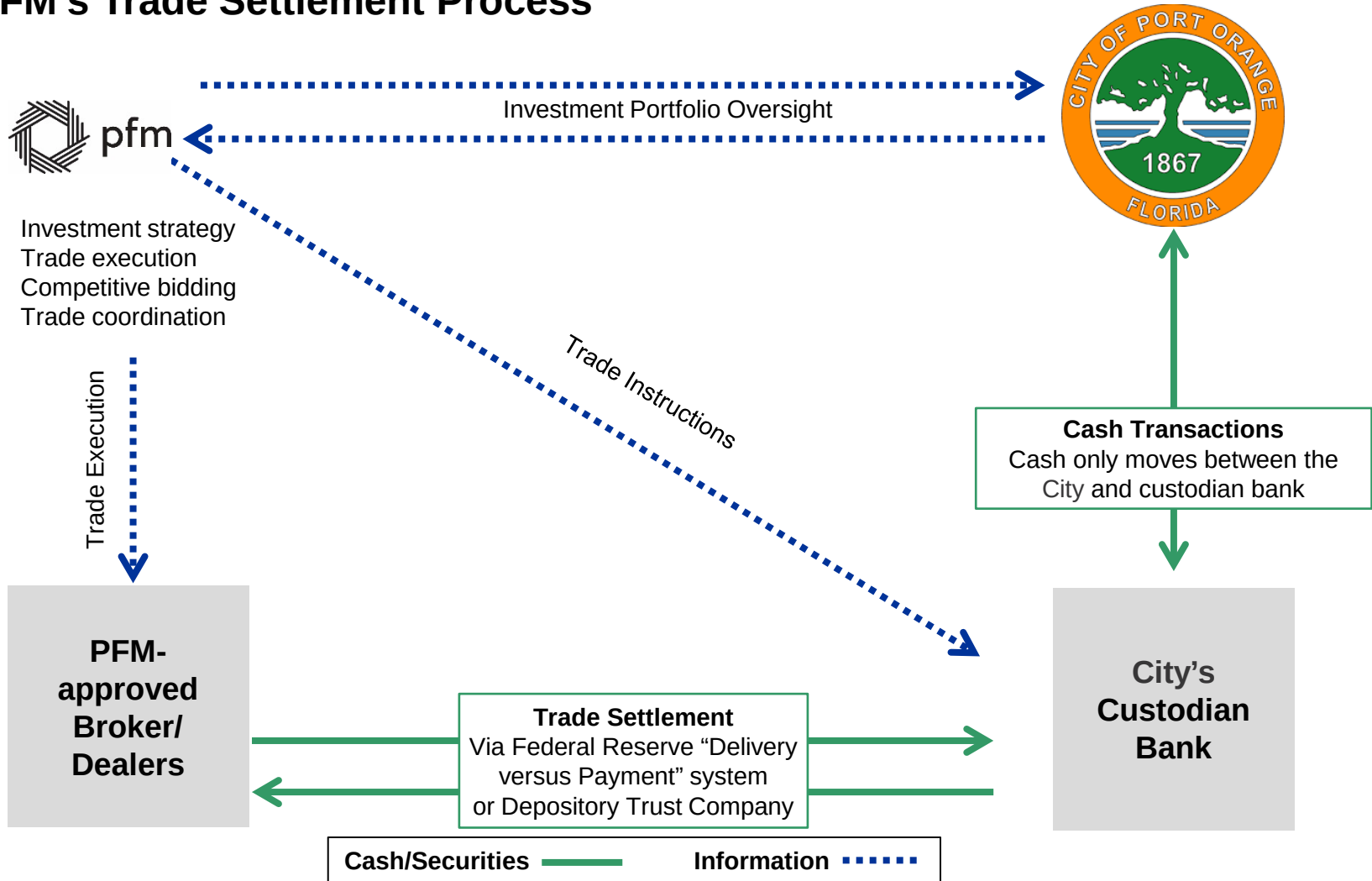
- PFM works with 49 different custodial banks nationwide
- Enhances the City's oversight of its assets and eliminates time consuming tasks of the staff

Custodial Banks





PFM's Trade Settlement Process





Custody Services Provider Pricing Comparison

Portfolio Characteristics

Assumptions	
Investment Portfolio	\$ 45,000,000
Total	\$ 45,000,000

Estimated Annual Trades 120
Estimated Annual Wires 6

Fees	TD Bank (1)		US Bank (2)		SunTrust Bank (3)		Bank of New York (4)	
Annual Administration Fee	0.010%	\$4,500	0.009%	\$4,000	0.05%	\$22,500	0.01%	\$4,500
Investment Manager Fee (Per Manager)		-		-	\$2,000	2,000		\$0
Trade Fee		-	\$6	720	\$10	1,200	\$25	3,000
Wire Transfers		-	\$5	30	\$25	150	\$20	120
Total Estimated Annual Fee		\$4,500		\$4,750		\$25,850		\$7,620
Minimum Annual Fee		\$3,000		\$3,500		\$15,000		\$2,500

(1) TD Bank - Annual market value fee of 1 bps with a minimum annual fee of \$ 3,00.00. No additional fees for wires or transaction.

(2) US Bank - has a tiered fee on Market Value of 0.01% on the first \$35 million, 0.005% on the next \$40 million, and 0.004% over \$75 million. Minimum annual fee of \$3,500 for automated sweep accounts. Book Entry Trades (Automated) \$6.00 per transaction, Wire Distributions \$5.00 per transaction. \$3,500 Annual Relationship Minimum Fee for automated sweep accounts + \$500 Annual Minimum Fee per account (Rolls Into Relationship Minimum Total) = \$4,000 Annual Minimum Fee.

(3) SunTrust Bank - 5 bps on first \$50 million and 3 bps on next \$50 million. \$10 per transaction and \$25 for outgoing wires.

(4) Bank of New York Mellon - fee for holding assets would be 1.0 bps on the first \$50 million, 0.75 bps on the next \$50 million. \$25 on trades and \$20 for wires.



Disclosures

This material is based on information obtained from sources generally believed to be reliable, however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. The returns presented are not actual returns, but rather simulated returns based on PFMAM's Capital Market Assumptions and the asset allocations shown. All statements as to what will or may happen under certain circumstances are based on assumptions, some but not all of which are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guarantee of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

Safekeeping fees- SunTrust		Monthly fee	Fee type- SunTrust	unit price
	Oct-19	1,036.50	Safekeeping of assets	\$ 2.00
	Nov-19	899.25	Income Collection	\$ 5.00
	Dec-19	1,006.25	External Broker Transactions	\$ 25.00
	Jan-20	1,249.25	Safekeeping Maintenance	\$ 2.25
	Feb-20	1,190.25		
	Mar-20	1,217.25		
	Apr-20	912.00		
	May-20	1,057.00		
	Jun-20	1,344.75		
	Jul-20	1,394.75		
	Aug-20	1,173.50		
	Sep-20	1,289.50		
12 months		<u>13,770.25</u>		
	Oct-20	1,109.50		
	Nov-20	1,002.50		
	Dec-20	994.50		

Per Custody fee comparison provided by PFM 6-11-20 based on Portfolio of \$45M: TD estimated annual fee \$4,50



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: Yes

SUBJECT: (B11) Approval of an Amendment to the Administrative Code

DEPARTMENT: City Manager

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Amendment to the Administrative Code as presented.

SUMMARY: City Charter Article IV. Administrative, Section 4.05 describes the Administrative Code. Adopted by City Council, the Administrative Code sets forth department organization including charts depicting the chain of command.

The current Administrative Code reflects all Departments reporting directly to the City Manager and the Assistant City Manager supervising the City Clerk and the Communications function.

After evaluation of various organizational hierarchies, the City Manager has determined it is in the best interest to split the direct reporting authority of some Departments between the Assistant City Manager and the City Manager. The Assistant City Manager will be retitled to a Deputy City Manager. This will not change the pay grade of the Assistant/Deputy City Manager but will more closely align with the duties expected of this position. It is also a more consistent naming convention utilized throughout most of the organization.

Under the proposed Administrative Code, the Police, Fire, Administrative Services, and Finance Department will remain as direct reports to the City Manager. The Public Works/Utilities, Community Development, and Parks and Recreation Department will report to the Deputy City Manager. The City Clerk and Communication Division will remain as reporting to the Deputy City Manager.

This change is budget neutral. The current and proposed organizational chart is attached.

According to the Charter, approval of this amendment by the City Council required adoption by a vote of four-fifths of the full council.

Project No.: n/a

Funding Account No.: 00000000000

Presenter: Wayne Clark, Jamie Miller

ATTACHMENTS:

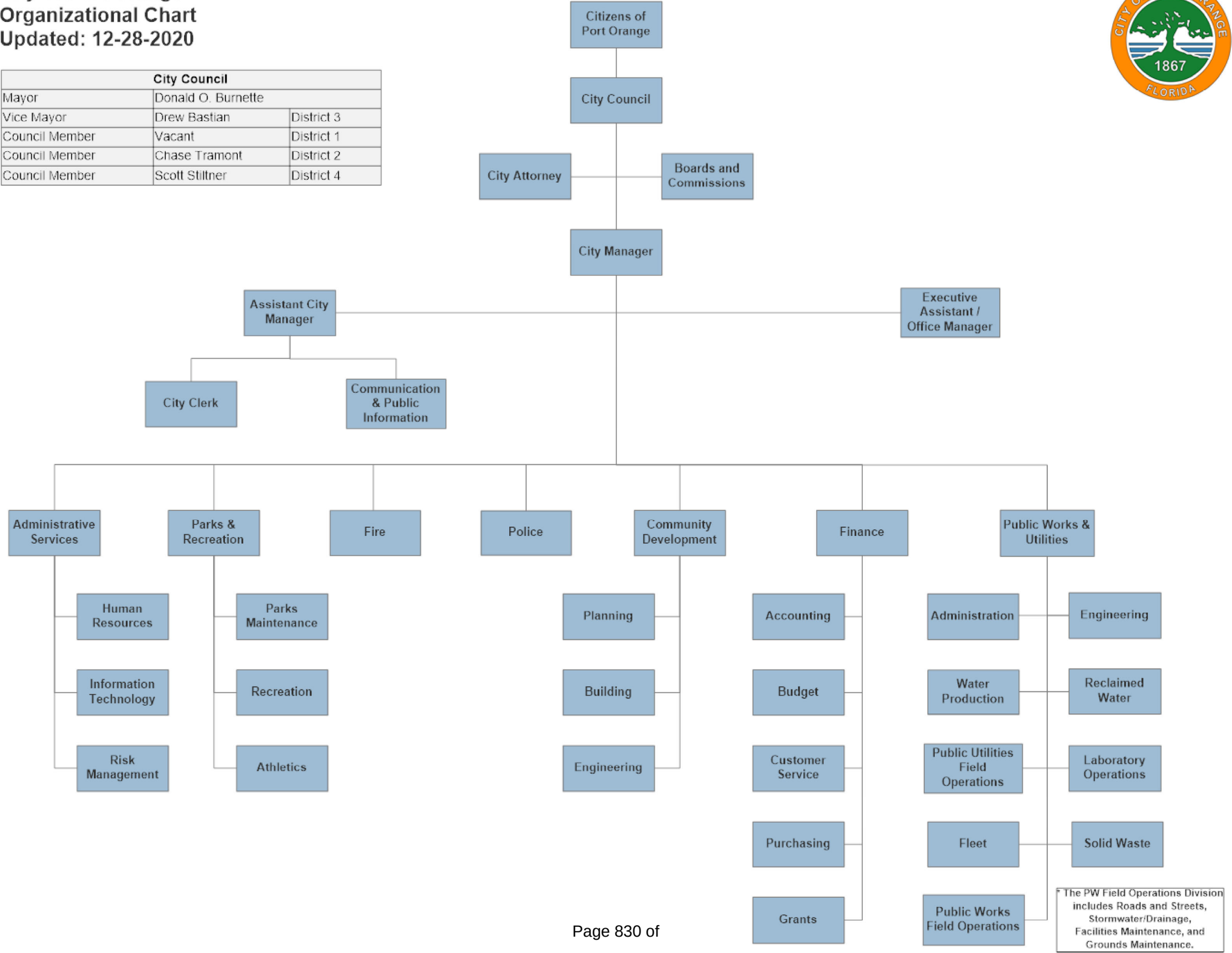
1.	Current Admin Code	Current Admin Code.pdf
2.	Proposed Admin Code	Proposed Admin Code.pdf

Jamie Miller	Created/Initiated - 4/20/2021
Matthew Jones	Approved - 4/22/2021
Wayne Clark	Approved - 4/27/2021
Robin Fenwick	Final Approval - 4/27/2021

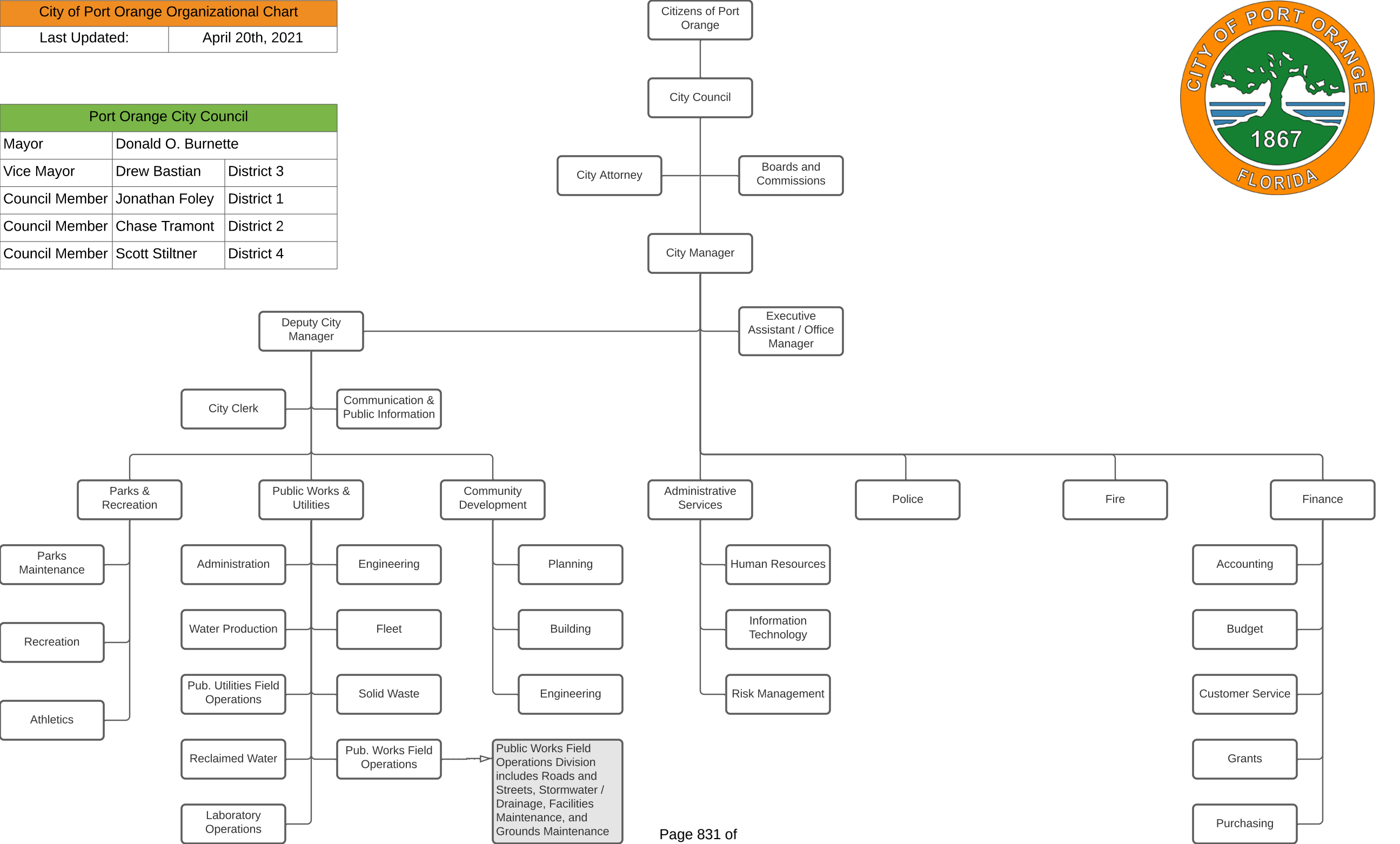
City of Port Orange
Organizational Chart
 Updated: 12-28-2020



City Council		
Mayor	Donald O. Burnette	
Vice Mayor	Drew Bastian	District 3
Council Member	Vacant	District 1
Council Member	Chase Tramont	District 2
Council Member	Scott Stiltner	District 4



Port Orange City Council		
Mayor	Donald O. Burnette	
Vice Mayor	Drew Bastian	District 3
Council Member	Jonathan Foley	District 1
Council Member	Chase Tramont	District 2
Council Member	Scott Stiltner	District 4





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: Yes

SUBJECT: (B12) Approval of Historic Tree Removal Request, 207 Brittany Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the removal of a 36" diameter historic tree at 207 Brittany Avenue conditioned on the planting of one (1) replacement shade tree.

SUMMARY: The property owners, John and Mary Hoag, at 207 Brittany Avenue have applied to remove a 36" diameter Live Oak tree located in their rear yard. The permit application and request letter (Exhibit A) from the property owners state the reason for removal of the tree is due to damage to the concrete floor of their enclosed porch that is being caused by the tree roots (Exhibit B). The property owners have concerns about future damage to both the porch floor and their home if the tree remains. The Hoag's have lived in the home for over 42 years.

Steve Edgar, City Forester and Certified Arborist, evaluated the tree and found it sound and healthy and determined it would score a low risk on an International Society of Arboriculture (ISA) Risk Assessment. An ISA Basic Tree Risk Assessment was not performed, however Mr. Edgar reports that there are mitigating factors, such as several other well cared for live oaks on the lot and the damage to the home is becoming severe.

According to the Land Development Code (LDC), the request to remove a historic Live Oak tree on a residential lot, requires approval by City Council and mitigation if removal of the tree results in less trees than required for the lot. In accordance with the LDC, the subject lot is required to have four (4) shade trees. There are currently two (2) shade trees in the rear yard (including the historic tree) and two (2) shade trees in the front yard of the subject residential lot. If the removal of the historic Live Oak tree from the subject lot is approved, the applicant will be required to plant one (1) replacement shade tree as part of the mitigation required by the LDC.

Based on the damage to the enclosed porch (Exhibit B) and potential for future damage to the home, staff is recommending approval of the request to remove the 36" historic live oak located at 207 Brittany Avenue conditioned on mitigation by planting one (1) replacement shade tree in accordance with LDC Chapter 13, Section 5.5 (d)(2).

Project No.: n/a

Funding Account No.: 00000000000

Presenter: Margaret Tomlinson

ATTACHMENTS:

1.	Exhibit A - 21-1494_Historic Tree App redacted_Redacted	21-1494_Historic Tree App redacted_Redacted.pdf
2.	Exhibit B - 207 Brittany Tree and Damage Photos	207 Brittany Tree and Damage Photos.pdf

Margaret Tomlinson

Tim Burman

Wayne Clark

Robin Fenwick

Created/Initiated - 4/21/2021

Approved - 4/22/2021

Approved - 4/22/2021

Final Approval - 4/22/2021



REC'D BY _____

PERMIT NUMBER: 21-1494*Original***CITY OF PORT ORANGE**1000 CITY CENTER CIRCLE PORT ORANGE, FL 32129
PHONE 386-506-5602 FAX 386-506-5699Received by PTJG
Date: 3-17-21
Building Dept**TREE REMOVAL PERMIT APPLICATION**TREE TYPE: ☒ RESIDENTIAL
(One/Two-Family Lots)☐ COMMERCIAL
(Multi-Family/Commercial/Industrial Lots)☒ HISTORIC*

*Live Oak and Bald Cypress trees 36 inches in diameter or greater may only be removed upon approval by the City Council.

JOB ADDRESS & SUBDIVISION: 207 Brittany Ave Port Orange 32127 Cambridge IIPROPERTY OWNER: John B. HoagADDRESS: 207 Brittany Ave Port Orange, FL 32127-5914

PHONE NO.: _____

EMAIL: _____

CONTRACTOR NAME: _____

BUSINESS NAME: _____

PHONE NO.: _____

EMAIL: _____

DESCRIPTION OF PROPOSED TREE(S) TO BE REMOVED (List: quantity, size [diameter of trunk], and type, i.e. 2-6" oaks):

one (1) OAK 36" DiameterREASON FOR REMOVAL: Growing Next To House ^{Roots} and damaging enclosed porch floor**Residential:**

Fill out the "Tree Removal Sketch" on Page 2 of this application, showing all trees on the subject property to be removed as well as those remaining after the proposed removal.

Commercial:

This application must be accompanied by a sketch or survey showing all trees to be removed. This information will be compared to the approved Site Plan and other City records to determine if the proposed removal can be permitted, and what replacement(s), if any, is required by City Code. On older properties where records are not complete, additional information may be required.

SOME AREAS HAVE PRIVATE DEED COVENANTS AND RESTRICTIONS ON TREE REMOVAL. A CITY PERMIT IS ONLY TO ENSURE COMPLIANCE TO CITY AND STATE CODES. THE OWNER IS RESPONSIBLE FOR OBTAINING ANY PRIVATE ASSOCIATION APPROVAL BEFORE WORK IS STARTED.

I HEREBY CERTIFY THE INFORMATION SUBMITTED ON THIS APPLICATION TO BE TRUE AND ACCURATE;

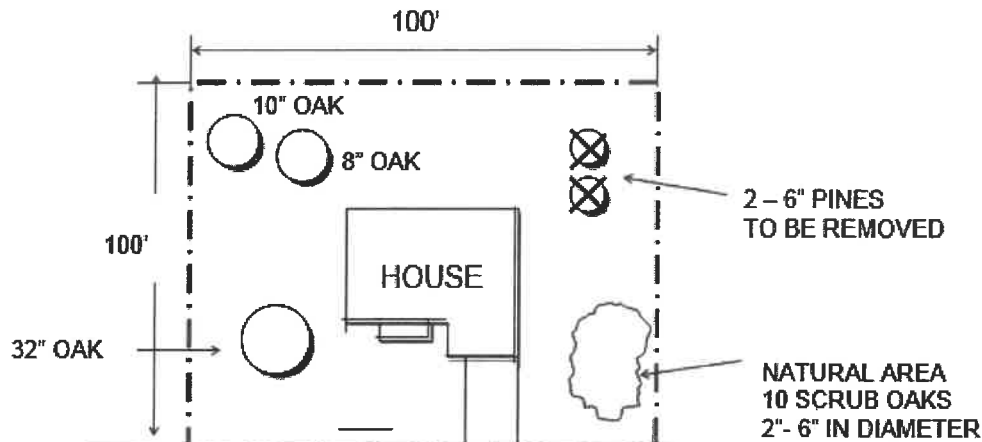
PROPERTY OWNER SIGNATURE: _____

DATE: 3/12/2021or
HOA REPRESENTATIVE (if applicable)

CONTRACTOR SIGNATURE: _____

DATE: _____

SAMPLE SKETCH

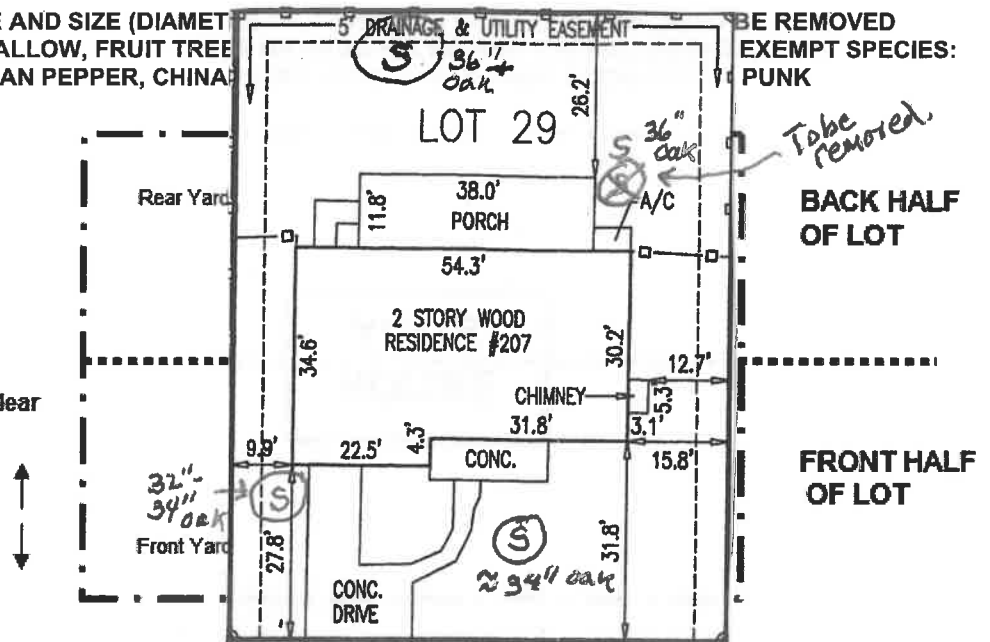


TREE REMOVAL SKETCH

- ☐ LABEL ALL TREES BY TYPE AND SIZE (DIAMETER)
☐ DO NOT COUNT CHINESE TALLOW, FRUIT TREE
☐ AUSTRALIAN PINE, BRAZILIAN PEPPER, CHINA

TREE LEGEND

- S:** Shade Tree (Oak, Maple, Sycamore, Hackberry, Magnolia)
U: Understory Tree (Crepe Myrtle, Wax Myrtle)
P: Palm Tree (Minimum 8 ft. clear Trunk)



OFFICE USE ONLY

☐ Residential

☐ Commercial

☐ Historic

NUMBER OF SHADE TREES REMAINING AFTER PROPOSED REMOVAL:

FRONT HALF OF LOT 2 BACK HALF OF LOT 1 OTHER _____

REPLACEMENT TREES REQUIRED ☐ YES ☐ NO TREE REPLACEMENT DATE: _____

TOTAL TREES REQUIRED ON LOT (1 tree/ 2,500 sf lot area): _____

NUMBER: _____ TYPE: _____

LOCATION OF REPLACEMENT TREE(S): _____

MITIGATION AMOUNT TO BE PAID: _____

All replacement trees shall be Florida Number 1 Grade or better, and shall be a minimum for Residential: 2" Caliper, and 10' tall at the time of planting; and for Commercial: 4" Caliper, and 14' tall at the time of planting.

APPROVED BY: _____ DATE: _____

3/12/2021

City of Port Orange, FL

Subject: Tree removal Permit Application (Attachment)

Address/location: 207 Brittany Av, Port Orange, FL 32127

I have a 36" diameter Live Oak that is growing in my back yard next to my rear enclosed porch. The roots of the tree are under the porch floor and have cracked the concrete of the floor of the porch. The tree has to be removed in order to stop further damage to both the porch floor and the main house structure. We have contacted the Port Orange Forester and he agrees that the tree has to be removed. Photographs of the tree and its proximity to the house/porch and damage to the floor have been submitted. We have been residents of Port Orange and of this house for over 42 years.

Sincerely,

A handwritten signature in cursive script, appearing to read "John B. Hoag and Mary R. Hoag".

John B. Hoag and Mary R. Hoag

207 Brittany Av.

Port Orange, FL 32127-5914



207 Baileys

Photo showing
tree trunk within
2-3 feet of
enclosed porch



Photo of
opposite
viewing angle
of tree trunk
proximity to
enclosed porch



Photo taken inside the enclosed porch that shows a portion of the crack in the foundation

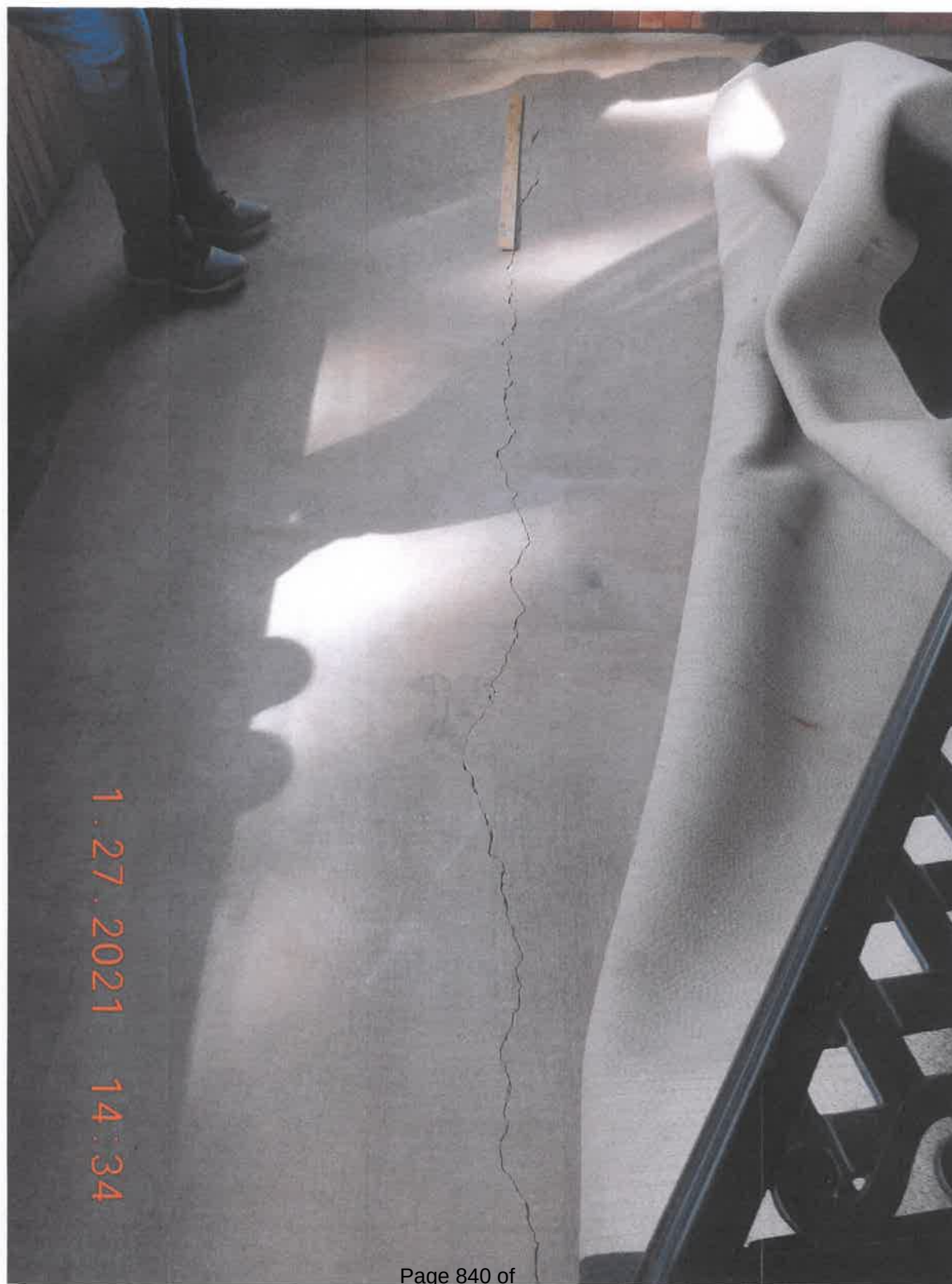
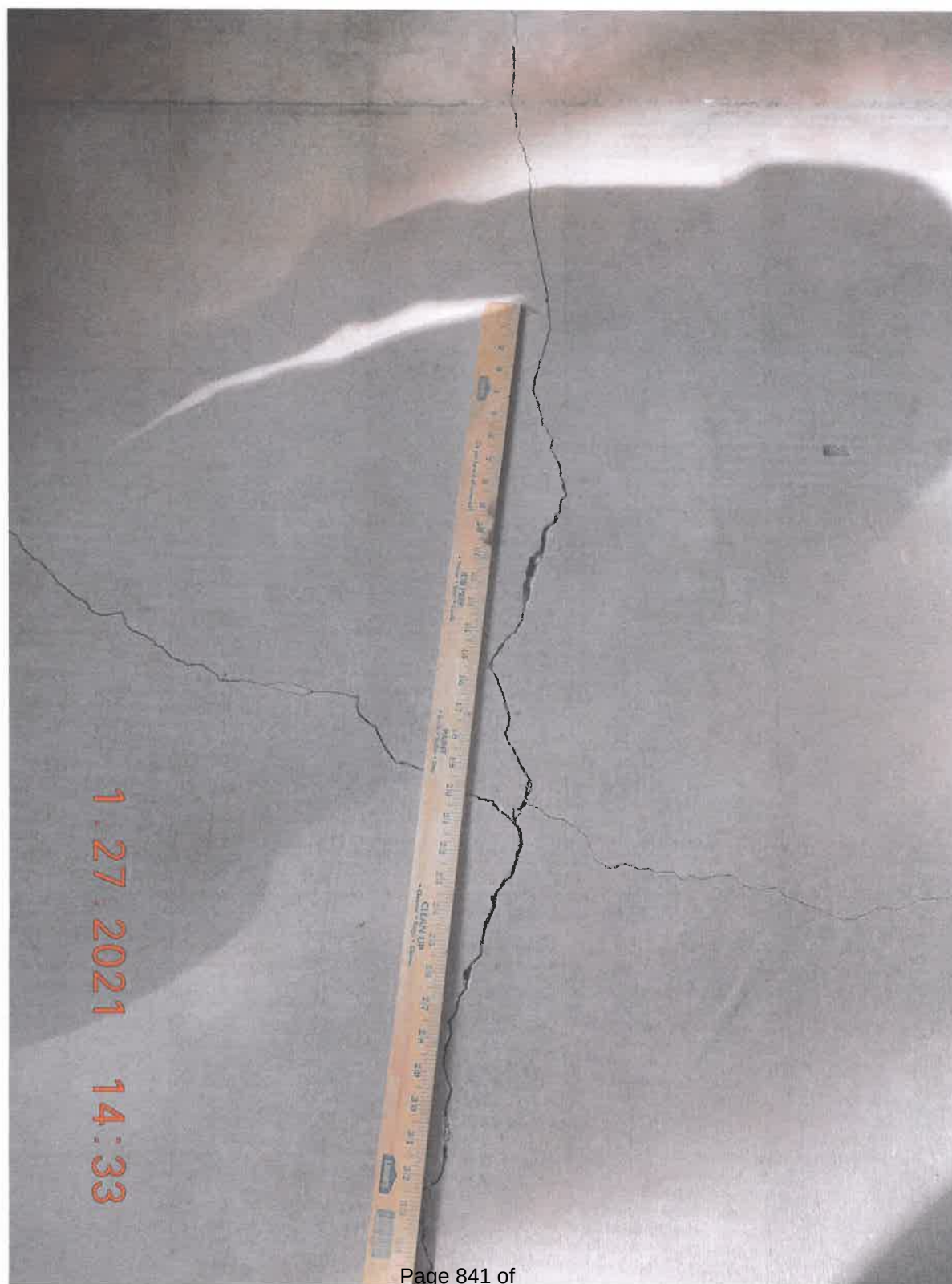


Photo showing the extensive crack in the porch foundation which spans the length of the room.



Close up photo
of the crack in
the foundation



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: Yes

SUBJECT: (B13) Approval of Historic Tree Removal Request, 59 Golden Gate Circle

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the removal of a 41" diameter historic tree at 59 Golden Gate Circle.

SUMMARY: Charles Major, property owner, at 59 Golden Gate Circle has applied to remove a 41" diameter Live Oak tree located in the rear yard of his property. The permit application indicates the reason for removal is large dry rot in the center of the tree (Exhibit A).

Steve Edgar, City Forester and Certified Arborist, evaluated the tree in accordance with the International Society of Arboriculture (ISA) standards. The resulting ISA Basic Tree Risk Assessment Form is attached (Exhibit B). Upon inspection, Mr. Edgar found a 12" trunk injury that has introduced decay. The tree scored a Moderate Risk to the home at 59 Golden Gate Circle and a Low Risk to the adjacent home to the north of 59 Golden Gate Circle.

The property owner reports that fallen limbs from the tree have punctured the roof in several places and resulted in leaks in the home. The property owner is fearful that larger portions of the tree will fall in heavy winds and further damage his home. The home is an older manufactured home and according to the property owner, he cannot obtain insurance due to the age of the structure. The property owner states the reason for requesting removal of the tree is only to prevent further damage to his home.

According to the Land Development Code (LDC), the request to remove a historic Live Oak tree on a residential lot, requires approval by City Council and mitigation if removal of the tree results in less trees than required for the lot. In accordance with the LDC, the subject lot is required to have four (4) shade trees. There are currently six (6) shade trees in the rear yard (including the historic tree) and one (1) shade tree in the front yard of the subject residential lot. If the removal of the historic Live Oak tree from the subject lot is approved, the applicant will not be required to provide mitigation.

Based on staff assessment of the tree, damage to the structure and potential for future damage, staff is recommending approval of the request to remove the 41" historic Live Oak located at 59 Golden Gate Circle.

Project No.: n/a

Funding Account No.: 00000000000

Presenter: Margaret Tomlinson

ATTACHMENTS:

1.	Exhibit A - 21-1191 Permit App_Redacted	21-1191 Permit App_Redacted.pdf
2.	Exhibit B - 59 Golden Gate Circle ISA Risk Assess	59 Golden Gate Circle ISA Risk Assess.pdf
3.	59 Golden Gate Tree Photos	59 Golden Gate Tree Photos.pdf

Margaret Tomlinson
Tim Burman
Wayne Clark
Robin Fenwick

Created/Initiated - 4/21/2021
Approved - 4/22/2021
Approved - 4/22/2021
Final Approval - 4/22/2021



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE PORT ORANGE, FL 32129
PHONE 386-506-5602 FAX 386-506-5699

RECEIVED

MAR 02 2021

TREE REMOVAL PERMIT APPLICATION

CITY OF PORT ORANGE

TREE TYPE: ☒ RESIDENTIAL
(One/Two-Family Lots)

☐ COMMERCIAL
(Multi-Family/Commercial/Industrial Lots)

☒ HISTORIC*

*Live Oak and Bald Cypress trees 36 inches in diameter or greater may only be removed upon approval by the City Council.

JOB ADDRESS & SUBDIVISION:

PROPERTY OWNER: Charles Major

ADDRESS: 59 Golden Gate Circle, Port Orange FLA 32129

PHONE NO.: [REDACTED] EMAIL:

CONTRACTOR NAME: Virgil Stoltzfus

BUSINESS NAME: Florida Heights

PHONE NO.: [REDACTED] EMAIL: [REDACTED]

DESCRIPTION OF PROPOSED TREE(S) TO BE REMOVED (List: quantity, size [diameter of trunk], and type, i.e. 2-6" oaks):

One 44" Oak

REASON FOR REMOVAL: Large dry rot in the center of the tree

Residential:

Fill out the "Tree Removal Sketch" on Page 2 of this application, showing all trees on the subject property to be removed as well as those remaining after the proposed removal.

Commercial:

This application must be accompanied by a sketch or survey showing all trees to be removed. This information will be compared to the approved Site Plan and other City records to determine if the proposed removal can be permitted, and what replacement(s), if any, is required by City Code. On older properties where records are not complete, additional information may be required.

SOME AREAS HAVE PRIVATE DEED COVENANTS AND RESTRICTIONS ON TREE REMOVAL. A CITY PERMIT IS ONLY TO ENSURE COMPLIANCE TO CITY AND STATE CODES. THE OWNER IS RESPONSIBLE FOR OBTAINING ANY PRIVATE ASSOCIATION APPROVAL BEFORE WORK IS STARTED.

I HEREBY CERTIFY THE INFORMATION SUBMITTED ON THIS APPLICATION TO BE TRUE AND ACCURATE;

PROPERTY OWNER SIGNATURE: [Signature]

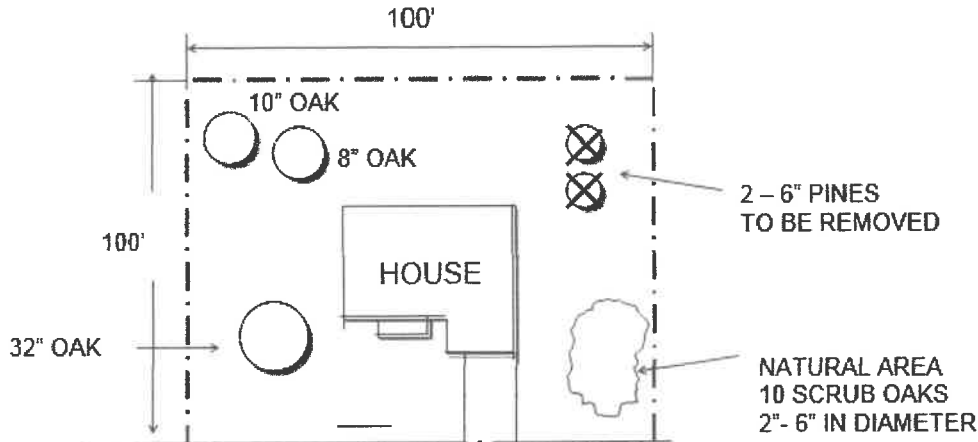
DATE: Mar 1 2021

or
HOA REPRESENTATIVE (if applicable)

CONTRACTOR SIGNATURE: [Signature]

DATE: Mar 1 2021

SAMPLE SKETCH

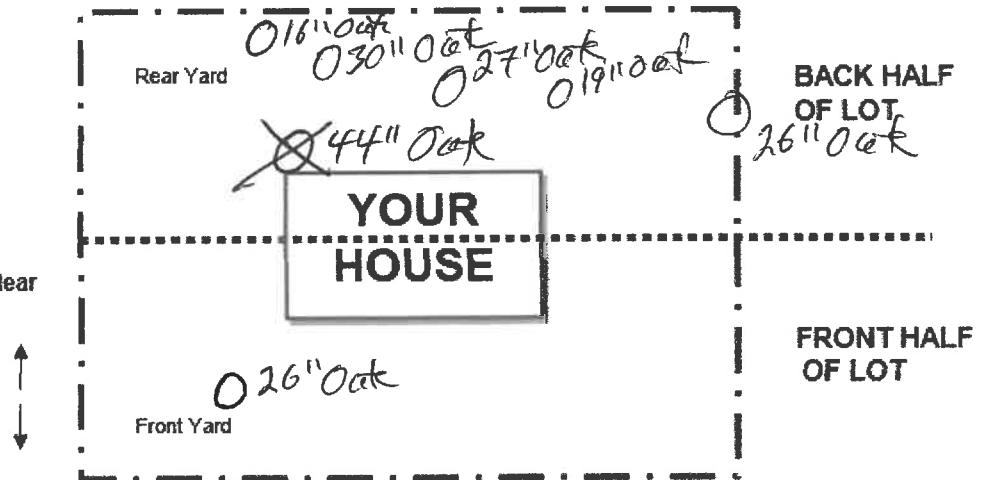


TREE REMOVAL SKETCH

☐ LABEL ALL TREES BY TYPE AND SIZE (DIAMETER OF TRUNK); PUT AN "X" IN TREE(S) TO BE REMOVED
☐ DO NOT COUNT CHINESE TALLOW, FRUIT TREES OR SAGO PALMS AND THE FOLLOWING EXEMPT SPECIES:
 AUSTRALIAN PINE, BRAZILIAN PEPPER, CHINABERRY, CITRUS, EAR TREE, EUCALYPTUS, PUNK

TREE LEGEND

- S: Shade Tree (Oak, Maple, Sycamore, Hackberry, Magnolia)
 U: Understory Tree (Crepe Myrtle, Wax Myrtle)
 P: Palm Tree (Minimum 8 ft. clear Trunk)



OFFICE USE ONLY

☐ Residential

☐ Commercial

☐ Historic

NUMBER OF SHADE TREES REMAINING AFTER PROPOSED REMOVAL:

FRONT HALF OF LOT _____ BACK HALF OF LOT _____ OTHER _____

REPLACEMENT TREES REQUIRED ☐ YES ☐ NO TREE REPLACEMENT DATE: _____

TOTAL TREES REQUIRED ON LOT (1 tree/ 2,500 sf lot area): _____

NUMBER: _____ TYPE: _____

LOCATION OF REPLACEMENT TREE(S): _____

MITIGATION AMOUNT TO BE PAID: _____

All replacement trees shall be Florida Number 1 Grade or better, and shall be a minimum for Residential: 2" Caliper, and 10' tall at the time of planting; and for Commercial: 4" Caliper, and 14' tall at the time of planting.

APPROVED BY: _____ DATE: _____



Basic Tree Risk Assessment Form

Client CITY OF PORT ORANGE Date 3/12/2021 Time _____
 Address/Tree location 59 GOLDEN GATE CIRCLE Tree no. 1 Sheet 1 of 2
 Tree species LIVE OAK dbh 41 Height 4.5 LOGS Crown spread dia. 52' BY 21'
 Assessor(s) Steve Edgar, Port Orange City Forester Time frame _____ Tools used Std.

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 – rare 2 – occasional 3 – frequent 4 – constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	HOME AT 59 GOLDEN GATE CIRCLE	☒	☒	☒	4	NO	NO
2	ADJCENT HOME TO NORTH	☒	☒	☒	4	NO	NO
3							
4							

Site Factors

History of failures NONE VISIBLE Topography Flat ☒ Slope ☐ _____ % Aspect _____
 Site changes None ☐ Grade change ☐ Site clearing ☐ Changed soil hydrology ☐ Root cuts ☐ Describe _____
 Soil conditions Limited volume ☐ Saturated ☐ Shallow ☐ Compacted ☒ Pavement over roots ☐ _____ % Describe CLOSE TO HOME
 Prevailing wind direction _____ Common weather Strong winds ☒ Ice ☐ Snow ☐ Heavy rain ☐ Describe _____

Tree Health and Species Profile

Vigor Low ☐ Normal ☒ High ☐ Foliage None (seasonal) ☐ None (dead) ☐ Normal 99 % Chlorotic _____ % Necrotic _____ %
 Pests _____ Abiotic _____
 Species failure profile Branches ☒ Trunk ☒ Roots ☒ Describe LIVE OAK IS RESISTANT TO DECAY

Load Factors

Wind exposure Protected ☐ Partial ☒ Full ☐ Wind funneling ☐ _____ Relative crown size Small ☐ Medium ☐ Large ☒
 Crown density Sparse ☐ Normal ☒ Dense ☐ Interior branches Few ☒ Normal ☐ Dense ☐ Vines/Mistletoe/Moss ☐ _____
 Recent or planned change in load factors NO

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown ☒ LCR _____ % Cracks ☐ _____ Lightning damage ☐
 Dead twigs/branches ☐ _____ % overall Max. dia. _____ Codominant ☐ _____ Included bark ☐
 Broken/Hangers Number _____ Max. dia. _____ Weak attachments ☐ _____ Cavity/Nest hole _____ % circ.
 Over-extended branches ☐ Previous branch failures ☐ _____ Similar branches present ☐
Pruning history
 Crown cleaned ☐ Thinned ☐ Raised ☐ Dead/Missing bark ☐ Cankers/Galls/Burls ☐ Sapwood damage/decay ☐
 Reduced ☐ Topped ☐ Lion-tailed ☐ Conks ☐ Heartwood decay ☐ _____
 Flush cuts ☐ Other LOWER BRANCHES Response growth _____
 Main concern(s) _____

Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☐ _____
 Likelihood of failure Improbable ☐ Possible ☐ Probable ☐ Imminent ☐ _____

— Trunk —

Dead/Missing bark ☒ Abnormal bark texture/color ☐
 Codominant stems ☐ Included bark ☐ Cracks ☐
 Sapwood damage/decay ☒ Cankers/Galls/Burls ☐ Sap ooze ☐
 Lightning damage ☐ Heartwood decay ☒ Conks/Mushrooms ☐
 Cavity/Nest hole 10 % circ. Depth 4" Poor taper ☐
 Lean 15 ° Corrected? _____
 Response growth 12" HOLDING WOOD
 Main concern(s) HEARTWOOD DECAY AT BASE
LEAN TOWARD HOME
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

— Roots and Root Collar —

Collar buried/Not visible ☐ Depth _____ Stem girdling ☐
 Dead ☐ Decay ☒ Conks/Mushrooms ☐
 Ooze ☐ Cavity ☐ _____ % circ.
 Cracks ☐ Cut/Damaged roots ☐ Distance from trunk 0
 Root plate lifting ☐ Soil weakness ☐
 Response growth _____
 Main concern(s) ROOT DECAY?
 Load on defect N/A ☐ Minor ☐ Moderate ☐ Significant ☒
 Likelihood of failure Improbable ☐ Possible ☒ Probable ☐ Imminent ☐

Risk Categorization																											
Condition number	Tree part	Conditions of concern	Part size	Fall distance	Target number	Target protection	Likelihood																Consequences				Risk rating of part (from Matrix 2)
							Failure				Impact				Failure & Impact (from Matrix 1)												
							Improbable	Possible	Probable	Imminent	Very low	Low	Medium	High	Unlikely	Somewhat	Likely	Very likely	Negligible	Minor	Significant	Severe					
1	TRUNK	STEM DECAY AND FAIL	41"	60'	1	SLIGHT																MODER					
					2	SLIGHT																LOW					
2																											
3																											
4																											

Matrix 1. Likelihood matrix.

Likelihood of Failure	Likelihood of Impacting Target			
	Very low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix.

Likelihood of Failure & Impact	Consequences of Failure			
	Negligible	Minor	Significant	Severe
Very likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Notes, explanations, descriptions THIS TREE HAS A BASAL TRUNK
INJURY, HEALING WITH 12 INCHES OF HOLDING WOOD.

Mitigation options THE LOCATION OF THE TREE MAKES MITIGATION IMPRACTICAL Residual risk
 Residual risk
 Residual risk
 Residual risk

Overall tree risk rating Low ☐ Moderate ☒ High ☐ Extreme ☐ Work priority 1 ☐ 2 ☐ 3 ☐ 4 ☐
Overall residual risk Low ☐ Moderate ☒ High ☐ Extreme ☐ Recommended inspection interval
Data ☒ Final ☐ Preliminary Advanced assessment needed ☐ No ☐ Yes-Type/Reason
Inspection limitations ☐ None ☒ Visibility ☐ Access ☐ Vines ☐ Root collar buried Describe THE ROOT SYSTEM IS NOT VISIBLE.



Figure 1- Photo of the trunk of the tree which has a 12" wide by 4' high wound at the base.



Figure 2- Photo of the tree taken from the rear of the property showing the tree trunk curving towards the home and the tree canopy overhanging the roof in the background.



Figure 3 - Photo of the tree taken from the south side of the property showing the tree trunk curving over the home and the tree canopy overhanging the roof.



Figure 4 - Photo of the tree canopy overhanging the roof.



Figure 5 - Photo of the property taken from the street. The home is in the foreground and the historic tree is behind the home on the left hand side.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: No

SUBJECT: (F16) Second Reading - Ordinance No. 2021-11 - Amendment to Chapter 26, Article IV, Section 26-71 - Emergencies; garbage, trash, debris, refuse in right-of-way and parkages.

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-11.

SUMMARY: Amendment to Code of Ordinances, Chapter 26, Article IV, Section 26-71 clarifying the duty of a property owner, tenant, lessee or occupant during a declared emergency to have all garbage, trash, refuse and debris removed from parkages and rights-of-way after the last scheduled pick-up along with penalty and service fee for violation of the ordinance.

Project No.:

Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Ordinance 2021-11	Ordinance 2021-11.pdf
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Robin Fenwick

Created/Initiated - 4/19/2021

ORDINANCE NO. 2021-11

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF
ORDINANCES, CHAPTER 26, ARTICLE IV, SECTION 26-71
PROVIDING FOR GARBAGE, TRASH, REFUSE AND
DEBRIS TO BE REMOVED BY A PROPERTY OWNER,
TENANT, LESSEE, OR OCCUPANT FROM PARKAGES
AND RIGHTS-OF-WAY IN TIMES OF AN EMERGENCY
AND ESTABLISHING A SERVICE FEE; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR CODIFICATION; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has the authority to adopt this ordinance pursuant to
Sections 166.021 and 252.38 of the Florida Statutes, as may be amended; and

WHEREAS, the City needs to be able to act quickly to mitigate threats before,
during and immediately after emergency situations; and

WHEREAS; City Council has determined that in order to protect the public health
and safety during a declared emergency it is critical to have garbage, trash, refuse and
debris cleared from property, parkages and rights-of-way since large accumulations of
garbage, trash, refuse and debris can cause fire hazards, become airborne in storms,
obstruct streets, and cause conditions which may be hazardous to life, property, or
utilities; and

WHEREAS, the removal of such garbage, trash, refuse and debris is critical for
emergency access by police and fire vehicles;

WHEREAS, for purposes of this ordinance words with underlined (underlined) type
shall constitute additions to the original text and words with strikethrough (~~strikethrough~~)
type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 26, Article IV, Section 26-71 of the City of Port Orange Code of Ordinances as follows:

Chapter 26-EMERGENCY MANAGEMENT

Article IV-EMERGENCY PREPAREDNESS AND RESPONSE REGULATIONS

...

Sec. 26-71. Emergencies; garbage, trash, debris, refuse in right-of-way and parkages.

This section shall only apply during a declared emergency. During an emergency, it shall be unlawful for any person to place or have present any garbage, trash, debris and refuse adjacent to the pavement or travel way of any street, alley or road at any time other than the time periods established by the city for pick-up.

It shall be the duty of every owner, lessee, tenant, or occupant of real property in the city to ensure that such property and the parkages abutting such property, which are adjacent to said pavement or travel way, are free and clear of any garbage, trash, debris and refuse. The property owner, lessee, tenant, or occupant shall remove any and all garbage, trash, debris and refuse if present. "Parkage" is that space between the private property lot or survey line of the property owner and the paved or graded portion of the public street adjacent thereto and includes that area between a sidewalk and street.

If garbage, trash, debris or refuse, is placed or present adjacent to the pavement or travel way of the street, alley or road at any time after the last scheduled pick-up in violation of this section, the city or its contractor has the right but not the obligation to may collect the such garbage, trash, debris or refuse and charge the owner, tenant, lessee, or occupant business or resident the costs of collection. The per cubic yard rate shall be set by resolution of city council. The fee shall be billed to the property owner, tenant, lessee, or occupant on a utility bill or a separate bill for collection. This shall be in addition to any fine. The minimum charge shall be the amount of one cubic yard and all charges shall be to the nearest whole cubic yard.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____

Passed and adopted on second and final reading on the day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

[CA-5900]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 5/4/2021

Consent item: No

SUBJECT: (G17) Update on the Dunlawton Avenue Median Landscape Project

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure, 3 - Quality of Life, & 4 - Economic Development

RECOMMENDED MOTION: No motion needed. Informational only.

SUMMARY: The Dunlawton Avenue Median Landscape project involved the removal of existing plant material and sod and replanting of new palms, trees, plants, and sod that are low maintenance and meet FDOT safety criteria within the medians between Spruce Creek Road to I-95. The project also included installation of a new irrigation system and the transplanting of Crape Myrtle trees of sufficient quality from the medians to various locations within the City. In 2016, the City received a grant from the Florida Department of Transportation (FDOT) to cover the cost for the new plant materials and trees installed in the medians. Design plans were prepared and approved by FDOT and the City of Port Orange staff in Fall 2019. In January 2020, the project was awarded to VerdeGo Landscaping and construction began in July 2020. Verdego maintained their original schedule and completed the project on February 6, 2021.

Dunlawton Median Maintenance

The Dunlawton Median project transitioned from execution phase with a project lead of Community Development to the maintenance phase through the Public Works Department in February 2021. VerdeGo was the contractor for the construction project. The project included a one year maintenance contract with maintenance work to be consistent with the current Major Thoroughfare Landscape Maintenance bid.

Now that construction is complete, VerdeGo has transitioned into the new contract until February 2022. The contract requires the vendor to service the medians weekly which includes trash/debris clean up, mowing, weed eating, weeding beds, trimming, edging, irrigation maintenance, replacing mulch annually, applying herbicide/pesticide, etc. By contract, this weeding of all plant beds should be taking place during each and every scheduled service, and includes hand pulling. The contractor is not responsible for damages occurring due to vehicles on the median or running into trees, etc. They are also not responsible for replacement of trees or plant materials.

We currently have a position of Landscape & Grounds Manager who is tasked with monitoring this contract (and managing our on-staff Grounds Crew), however this

position has recently been vacated through a resignation. The Deputy Public Works Director will be assigned as a point person on this until that position is filled. The contract requires VerdeGo to resolve any complaints within 24 hours, or the City has the ability to levy charges in the amount of \$100 per day per incident if left unresolved. Staff has been in contact with the contractor on recent concerns and have scheduled routine follow up meetings to review performance.

It is anticipated that the Major Thoroughfare Landscape Maintenance for all of Dunlawton, Nova, and Ridgewood, including rights of way, will be rebid the end of 2021 with an effective date of February 2022.

Project No.: n/a

Funding Account No.: 00000000000

Presenter: Lynn Stevens, Margaret Tomlinson

ATTACHMENTS:

1.	DLM Summary	DLM Summary.docx
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Robin Fenwick	Created/Initiated - 4/7/2021
Margaret Tomlinson	Approved - 4/21/2021
Tim Burman	Approved - 4/21/2021
Lynn Stevens	Approved - 4/23/2021
Wayne Clark	Approved - 4/28/2021
Robin Fenwick	Final Approval - 4/29/2021

Dunlawton Avenue Median Landscape Project Summary

- Project Limits: Spruce Creek Road to I-95, approx. 3 miles
- Project Duration: 210 days
 - First day of Work: July 6, 2020
 - Substantial Completion date: January 6, 2021
 - Final Completion date: February 6, 2021
 - End of Verdego one-year maintenance period: February 6, 2022
- Project was completed in 4 segments. As the medians in a segment were completed, Verdego would then move to the next segment
 - Segment 1: City Center Parkway to Nova Road
 - Segment 2: Nova Road to Spruce Creek Road
 - Segment 3: City Center Parkway to Clyde Morris Boulevard
 - Segment 4: Clyde Morris Boulevard to I-95
- Removed all existing sod and reinstalled St. Augustine sod. Two (2) areas (median east of Yorktowne Boulevard and median east of City Center Parkway) were planted with Bahia sod with no irrigation where future left-turn lane extension improvements will be constructed by FDOT in the Summer 2021
- Regraded the medians to provide proper roadway drainage
- Removed existing outdated irrigation system and installed a 2-wire irrigation system
- Installed the following new landscaping
 - 54 Medjool Date Palms
 - 160 Ligustrum trees
 - 28 multi-stem Reclinata Palms
 - 592 Variegated Schefflera - Shrubs (Variegated Schefflera)
 - 4 Crape Myrtle trees
- Retained twelve (12) existing Crape Myrtles in their previous location
- Relocated 40 Crape Myrtles from the medians and replanted them at various locations in the City, including City Hall, the Police Station and Fire Station 73

Dunlawton Median Project Cost:

- Total Project Construction Cost - \$1,334,450.25
 - Funding Sources:
 - FDOT Grant for plant material and trees - \$504,340.00
 - Reclaim Utility Fund for the new irrigation system - \$444,256.50
 - Forestry Fund for Crape Myrtle relocation - \$13,115.00
 - Other City funds for mobilization, maintenance of traffic, clearing and grading and sod - \$372,738.75
- 1-year Maintenance Cost - \$84,910.00.
 - Funding Source:
 - Public Works Landscape Maintenance Fund - \$84,910.00