



INVITATION TO NEGOTIATE

RMDX-230059-GD

BROKER AND BENEFITS CONSULTING SERVICES FOR HEALTH AND GROUP LIFE PLANS

Procurement Contact: Gayle Dykeman, dykemangb@gainesvillefl.gov

PROJECT SUMMARY:

It is the intent of the City of Gainesville to obtain proposals for Broker and Benefits Consulting Services for the City of Gainesville. The City seeks a Benefits Broker/Agent to provide offerings for self-funded and fully insured Health Plans and Group Life options. Currently, the City is self-funded.

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NOTE: The terms “bidder” and “proposer” and “respondent” are used interchangeably throughout this document

Direct all questions regarding this solicitation to Gayle Dykeman, dykemangb@gainesvillefl.gov.
Questions can only be accepted until 3:00pm EDT on Wednesday, October 18, 2023.

PART 1 – INVITATION TO NEGOTIATE INFORMATION

ITN SCHEDULE:

The anticipated time table for this ITN and contract approval is as follows:

| Activity | Day | Tentative Date | TIME | LOCATION |
|---|-----|----------------------------|-----------------|------------------------|
| ITN on DemandStar | Tue | 10/10/23 | 8:00am EDT | Cone of Silence Begins |
| Deadline for receipt of vendor questions | Wed | 10/18/2023 | 3:00pm EDT | Email |
| Deadline for receipt of proposals/Bid Opening | Wed | 11/1/2023 | 3:00pm EDT | Demandstar |
| Evaluation Meeting | Wed | 11/15/2023 | 3:00pm EST | City Hall 332 |
| Oral presentations | Fri | 12/1/2023 | 9:30am-noon EST | |
| Negotiation Meeting w/top ranked firm | Fri | 12/8/2023 | 10:00am EST | TBD |
| 5-Day Protest Period Posting | TBD | Contingent on Negotiations | | |
| Recommendation of Award to City Commission | TBD | Contingent on Negotiations | | Cone of Silence Ends |
| Contract Finalization Period | TBD | Contingent on Negotiations | | |

All dates are subject to change. Respondents will be notified via Addendum in DemandStar.com in event of any schedule changes.

Thank you for your interest in working with the City of Gainesville on this project. Pertinent information and required documents regarding this solicitation as part of a responsive offer are listed below:

1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar (www.demandstar.com). The City accepts submittals through e-bidding only. In order to submit a response the bidder must be registered with DemandStar. DemandStar is supported by the City so that it is free to respondents to register and submit bids. Select "City of Gainesville – Procurement Division" as the agency of choice to assure there will not be a charge to use the tool.

It is the responsibility of the respondent to monitor DemandStar. Properly registered respondents can expect to receive automatic notification of solicitations for bids and proposals by participating purchasing entities. Respondent's failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation replies may result in disqualification.

1.2 PRE-PROPOSAL MEETING/QUESTIONS/CLARIFICATIONS AND BID OPENING

There is no pre-bid meeting scheduled for this solicitation.

Direct all questions regarding this solicitation to Gayle Dykeman, dykemangb@gainesvillefl.gov

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Bid Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Bid Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for vendor access. All addenda must be acknowledged on the RESPONDENT VERIFICATION FORM, Attachment A.

1.3 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all respondents, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a respondent to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between proposer and the City required to obtain information or clarification for preparing a bid or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the respondent and the City outside these parameters may be grounds for disqualifying the offending respondent from consideration for award of the proposal and/or any future proposal.**

1.4 CONE OF SILENCE

During the Cone of Silence as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.4) on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement Division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the ITN, which allows for immediate submittals to the City of Gainesville Procurement Division for the Invitation to Negotiate and the time the City Officials and Employees awards the contract.

1.5 DETERMINATION OF RESPONSIBILITY OF RESPONDENTS

The qualifications of respondents for this specific Invitation to Negotiate are included in Part 3. Respondent must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

As a part of the proposal evaluation process, City reserves the right to conduct a background investigation of respondent, including a record check by the Gainesville Police Department if the qualifications require it. Respondent's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to any respondent who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-522, [Financial Services Procedures Manual](#), following:

These criteria consider the respondent's capability to perform:

- a. The ability of the respondent to successfully carry out a proposed contract.
- b. Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c. Current litigation pending between the respondent and the City.
- d. Respondent has paid all debts owed to the City.
- e. Respondent possesses all required licenses.

If it is determined that the respondent is not responsible, City will notify respondent of its finding, including evidence used, and allow respondent the opportunity to come into compliance within three (3) business days of notification.

Successful Respondent must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida (if required by law).

1.7 RESPONSIVENESS OF PROPOSAL

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the ITN. A responsive proposal is one which follows the requirements of the ITN, includes all required documentation, is submitted in the format outlined in the ITN, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

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PART 2 – SCOPE OF WORK

2.1 GENERAL DESCRIPTION

It is the intent of the City of Gainesville to obtain proposals for Broker and Benefits Consulting Services for the City of Gainesville. The City seeks a Benefits Broker/Agent to provide offerings for self-funded and fully insured health plans and Group Life options. Currently, the City is self-funded.

2.2 SCOPE OF WORK

The successful respondent will be contracted to provide insurance broker and consulting services as described below:

- a. Control Health and Group Life plan costs for the City.
- b. Consult and recommend multiple options for Health and Group Life plans.
- c. Quantify and provide the value of the fully insured, self-insured, and Group life models.
- d. Ability to market and recommend Tele Mental Health services for the City's Employee Assistance Program
- e. Provide premium development support.
- f. Provide ongoing plan performance monitoring, plan performance forecasting, claims experience analysis, benchmarking, and reporting.
- g. Provide consulting and educational services in the compliance areas relating to Health and Group Life plans.
- h. Engage City Staff for feedback to determine expectations of benefits offerings to add value to the program.
- i. Offer additional discounts for phone, car insurance, travel, etc.
- j. Must consistently maintain and allocate sufficient staffing resources to provide timely service for the City's Employee Benefits broker/consulting needs.
- k. Must maintain staff that are qualified and available to provide specialized technical expertise in various disciplines as necessary.
- l. Consistently maintain and allocate sufficient staffing resources to provide timely service for the City's Employee Benefits broker/consulting services needs,
- m. Maintain staff that are qualified and available to provide specialized technical expertise in various disciplines as necessary.

Exhibit 1 contains the City's current BCBSF (Florida Blue) Schedule of Benefits Plan 03359

Exhibit 2 contains the Schedule of Benefits for Covered Member

2.3 ELIGIBILITY OF EQUIPMENT OR MATERIALS

[This section intentionally omitted]

2.4 TERM OF AWARDED CONTRACT

The contract will be awarded for a period of five (5) years, with no option for renewal.

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PART 3 – INTENTIONALLY OMITTED

PART 4 - HOW TO SUBMIT A RESPONSE

Instructions to respondents: Proposals must contain each of the documents listed below; each fully completed and signed, as required. Required signatures for proposal forms may be applied using electronic signature software (i.e., DocuSign, Adobe Sign, etc.). Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

4.1 FORMAT OF PROPOSAL

a. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal, and all pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

b. Technical Proposals

The technical proposal is a narrative which addresses the scope of work, the proposed approach to the work, the schedule of the work, and any other information called for by the ITN which the bidder deems relevant.

c. Price Proposal

The price proposal is a presentation of the bidder's total offering price including the estimated cost for providing each component of the required goods or services.

Bidders should indicate the dollar amount which will be attributed to each sub-contractor, if any.

If a prescribed format for the price proposal is appended, bidders must use it; otherwise, bidders may use formats of their choice.

d. Minimum Qualifications

The response to the qualification requirements should address each of the Minimum qualifications listed below. Bidders must provide documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. If a prescribed format, or required documentation for the response to qualification requirements is stated below, bidders must use said format and supply said documentation.

All Brokerage firms/Agents submitting a bid must:

1. be licensed to do business in the State of Florida,
2. demonstrate through their submittal that their company has the expertise, licenses and resources to provide Employee Benefits Broker/Consulting services for the City's current and future operations,
3. demonstrate through their submittal that their company has experience working with organizations with at least 3,500 employees and 5,000 members.

e. Preferred Qualification:

Demonstrate through their submittal that their company has experience transitioning from self-funded to fully insured health plans *strongly desired*.

4.2 CONTENT OF PROPOSAL – REQUIRED DOCUMENTS

The following documents are required to be included in the respondent's submission:

1. Address each **Minimum** Qualification (4.1.d)
2. Provide a Statement of all Qualifications that will communicate the capabilities of the respondent to successfully complete the project. Address the **Preferred** Qualification (4.1.e) if applicable.
3. Required Form A - Respondent Verification Form
4. Required Form B - Drug-Free Workplace Form
5. Required Form C – E-Verify Certification Form
6. Required Form D - References Form
7. Required Form E - Pricing Proposal
8. Respondent's W-9
9. Copy of any applicable, current licenses and/or certifications required by City/County/ State/Federal
10. Exceptions to the ITN (refer to Part 4, 4.5 Exception to the ITN)
11. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties (See 8.11)

4.3 PROPOSAL SUBMISSION INSTRUCTIONS

The bid reply, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Bid Cover Page for this project. The respondent's complete pdf reply must be uploaded into DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals.

Upload bid reply as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with respondent's name, bid number, and, if the reply is submitted in parts, include "Part # of x".

~~On occasion, the City will request proposals present pricing separately from the main proposal. If separate pricing is requested, upload a separate document that indicates Pricing as its content. Not applicable to this solicitation.~~

Modifications to or withdrawal of a respondent's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

Both the reply and the price proposal, if required to be submitted as a separate document, must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the respondent. An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a reply by a respondent will be considered by the City as constituting an offer by the respondent to perform the required materials/services.

4.4 DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- a. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that respondent claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, respondent shall:
 1. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined

in items 1 and 2 on the following page. Respondent shall take care to redact only the confidential and exempt information within a record.

2. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

b. Request for Trade Secret or Otherwise Confidential and Exempt Information.

1. In the event City receives a public records request for a record with information labeled by respondent as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify respondent of the public records request.
2. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for respondent's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify respondent in writing of such conclusion and provide respondent a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If respondent fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
3. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by respondent as Trade Secret or otherwise as confidential and exempt, CITY shall notify respondent and respondent shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
4. Respondent hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with respondent's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

c. How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a respondent believes that its reply contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the respondent must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
 - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version reply of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should provide a general description of the information respondent has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.
 2. Upload a pdf version reply of the REDACTED copy of the proposal. Include "REDACTED" in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

d. How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information

The City's evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which respondent claims is confidential and/or exempt, the City will notify the respondent and give the respondent a reasonable

opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a respondent at the conclusion of the bidding process.

4.5 EXCEPTIONS TO THE ITN

Respondents may take exceptions to any of the terms of this ITN unless the ITN specifically states where exceptions may not be taken. Should a respondent take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific to allow the City a meaningful opportunity to evaluate and rank proposals.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the respondent furnish the services or goods described herein, or negotiate an acceptable alternative.

4.6 ONLY ONE BID

Only one bid from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any respondent has a financial interest in more than one submission under this bid, all bids in which such respondent has a financial interest will be rejected. A subcontractor is permitted to appear in more than one submittal for the same bid, as long as the subcontractor is not a lead respondent in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and, partnerships.

4.7 FULLY INFORMED RESPONDENT

A respondent is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A respondent shall not expect to secure relief on the plea of error.

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PART 5 – INTENTIONALLY OMITTED

PART 6 – EVALUATION PROCESS

6.1 EVALUATION CRITERIA

Proposals will be evaluated in accordance with the procedures described in the City's [Evaluation Handbook](#).

The proposals will be evaluated using the following process: Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, the timeline for completion, workload, location, past performance, and previous work with the City. This Evaluation process provides a structured means for consideration of all of these areas.

a. Technical Qualifications Evaluation

The Technical Qualifications Evaluation will assess each respondent's ability based on the experience and qualifications of key team members and the firm's record with regard to this type of work, particularly in the City of Gainesville or the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's financial stability and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

b. Written Proposal Evaluation

The Written Proposal Evaluation will assess the respondent's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal, including a timeline of activities for each deliverable. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

c. Presentation/Interview Evaluation

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done". The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

d. Other factors

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as Small or Service-Disabled Veteran Business and/or Local Preference.

e. Price

Please use Required Form D – Pricing Page for this purpose. Provide a detailed financial pro forma analysis for the proposed project. Pricing will carry a weight of 20% of the total available evaluation points.

The CITY reserves the right to add or delete locations, services, items, OR materials from this contract should it be in the best interest of the City.

PART 7 – AWARD

7.1 TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given in the following order: (1) Respondents submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes; (2) Respondents located within the City of Gainesville, if not subject to the Local Preference Ordinance; (3) Respondents located within Alachua County; (4) Respondents located within the State of Florida; and (5) coin toss.

7.2 DRUG-FREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

7.3 CONTRACT TERMS AND CONDITIONS

The City may award a contract on the basis of initial offers received, without discussions. A sample contract is attached to the bid. Therefore, each initial offer should contain the respondent's best terms from a cost or price and technical standpoint and any changes to the sample contract.

The City reserves the right to enter into contract negotiations with the selected respondent regarding the terms and conditions of the contract and technical terms. If the City and the selected respondent cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected respondent. This process will continue until a contract has been executed or all respondents have been rejected. No respondent shall have any rights against the City arising from such negotiations.

7.4 CONTRACT AWARD

The award(s), if any, shall be made to the respondent(s) whose proposal(s) shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

7.5 CONTRACT

The Contract to be entered into will designate the successful respondent as the City's Contractor. The terms and conditions in the Sample Contract, Part 9, shall be substantially applicable as negotiated. The successful respondent will be required to execute an agreement with the City in substantially the same format as found in Part 9.

7.6 BID PROTEST

Participants in this solicitation may protest the ITN specifications or award in accordance with Section 41-680 of the Financial Services Procedures Manual.

7.7 ITN POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this ITN; postpone or cancel, at any time, this ITN process; or waive any irregularities in this ITN or in the proposals received as a result of this ITN. See Section 41-444 Financial Services Procedures Manual.

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PART 8 – GENERAL INFORMATION

8.1 REIMBURSABLES

If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. In addition, long distance phone calls, printing, and other administrative costs may be billed at cost only - no mark-up. Evidence of these expenditures will be submitted when invoicing the City.

8.2 LOCAL PREFERENCE

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the city commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00. Total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased and awarded by the City Commission or other authority. In the case of requests for proposals, letter of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the replies. Local Businesses are assigned five (5) percent of the total points of the total evaluation points.

Local business means the vendor has a valid business tax receipt, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, in the Bid or ITN evaluation, the vendor must provide a copy of the business tax receipt and Zoning Compliance Permit. For more information on City's Local Preference Policy: Municipal Code Article X Local Preference Policy.

8.3 SMALL AND SERVICE-DISABLED VETERAN BUSINESS PARTICIPATION

Small or Service-Disabled Veteran's Business Enterprise Definition: A Small Business or a Service-Disabled Veteran's Business, which is duly licensed and authorized to engage in business and maintains a permanent principal place of operation with full time personnel within Alachua, Bradford, Columbia, Gilchrist, Levy, Putnam, or Union County and possess a current City business tax receipt as required, and is so certified by the Small and Service-Disabled Veteran's Business Program Coordinator.

It is the policy of the City of Gainesville that small and service-disabled veteran businesses as defined in the Small and Service-Disabled Veteran Business Program, have the maximum practical opportunity to participate in contracting opportunities provided by the City. In keeping with this policy, each respondent is asked to state whether it will utilize small and service-disabled veteran businesses that are eligible for assistance to perform work on the project(s) being advertised.

For respondents not yet certified by the City, a small and service-disabled veteran application may be accessed via the Diversity Business Management System website. To be considered as a certified small and/or service-disabled veteran business, a respondent must have a current certificate at the time of the solicitation submittal due date. For more information on certified small and service-disabled veteran businesses, please visit the Office of Equity and Inclusion website.

8.4 LIVING WAGE REQUIREMENTS

Living Wage requirements, Ordinance 020663, as amended in Ordinance 030168, and in [Ordinance 180999](#), and as shown on the City's web page, applies to contracts solicited by the City after midnight on March 31, 2021. Section 2-619. – Living Wage Requirements.

The following are requirements of each service contractor/subcontractor:

- a. A service contract or/subcontractor shall pay a living wage to each of its covered employees during the time they are providing the covered services.
- b. A copy of the living wage rate shall be posted by the service contractor/subcontractor in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request.
- c. Each service contractor shall make all of its service subcontractors aware of the requirements of this division and shall include the contract provisions listed in the **Sample Contract** under the *Living Wage* paragraph in each of its service subcontracts to ensure compliance with this article. The city shall not be deemed a necessary or indispensable party in any litigation between the service contractor and a subcontractor.
- d. A service contractor/subcontractor shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage under this division. A covered employee who claims their employer has not paid them a living wage as required by this division may file a written complaint with the city.
- e. Each service contractor/subcontractor shall produce payroll records, and any other requested documentation to the city as necessary for the city to audit or investigate compliance with or a reported violation of this division.

The adjusted Living Wage for this contract will be \$15.00 per hour (Living Wage with Health Benefits) or \$17.25 per hour if Health Benefits are not offered. The living wage for this contract will increase annually on the anniversary date of the contract at the City's prevailing living wage rate, which is updated October 1 each year.

8.5 TAXES, CHARGES AND FEES

The respondent agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the stated bid prices. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Contractor to determine whether sales taxes are applicable. The Contractor is liable for any applicable taxes which are not included in the stated bid prices.

8.6 COSTS INCURRED BY RESPONDENTS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the respondent(s). No payment will be made for any replies received, nor for any other effort required of or made by the respondent(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

8.7 RULES; REGULATIONS; LICENSING REQUIREMENT

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

8.8 RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, 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. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

8.9 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED

By submitting this proposal, respondent agrees that it:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- d. Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

8.10 PUBLIC ENTITY CRIME INFORMATION STATEMENT

Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

8.11 INVESTIGATION OF ALLEGED WRONGDOINGS, LITIGATION/SETTLEMENTS/FINES/PENALTIES

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S.) involving the respondent and specific contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

8.12 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the Office of Equity and Inclusion.

8.13 USE OF ITN REPLY IDEAS

The City has the right to use any or all information presented in any reply to the ITN, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

8.14 E-VERIFY REQUIREMENT

Section 448.095, Florida Statute states the statute shall be construed in a manner so as to be fully consistent with any applicable federal laws or regulations. The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and (2) shall expressly require any subcontractors performing work or providing 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 contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

8.15 INTERNATIONAL PROPOSER REQUIREMENTS

The City is unable to send ACH payments to international banks. Therefore, ACH payments will only be made to U.S.A. banks. Additionally, the international company must be from a country that has a tax treaty with the U.S.A. International proposers must agree to these requirements and provide proof of same should they receive an award recommendation.

8.16 INTENTIONALLY LEFT BLANK

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PART 9 – SAMPLE CONTRACT

THIS CONTRACT (“Contract”), entered into on the __ day of _____, 20__ between the CITY OF GAINESVILLE, a Florida municipal corporation, (“City”), and _____, (“Contractor”), , taken together, shall be known as “Parties”.

WHEREAS, clauses that briefly describe project and history of project (if applicable)

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall commence on the date of final execution of the contract and terminating upon completion according to the proposed schedule. The Contract may be extended, upon mutual agreement of the Parties.

2. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

3. CONTRACT DOCUMENTS.

- A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the ‘Contract Documents’):

Contract;

Addenda to Bid Documents (*attach and identify by title, number and date*);

Bid Documents (*attach and identify by title, number and date*); and

Contractor’s reply to Bid documents (*attach and identify by title, number and date*).

- B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

4. TIME FOR PERFORMANCE.

The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work on or before [date].

5. COMPENSATION/PAYMENT.

City will pay Contractor in an amount not to exceed (\$ amount bid if lump sum or budget amount if annual agreement) for the term of the contract. Payment shall be based upon (*describe whether City is paying on an hourly basis, or for a percentage of work completed, amount of material delivered or some other measurement*).

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes. Contractor will be paid electronically as an electronic funds transfer (EFT).

6. INDEMNIFICATION.

Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from suits, actions, damages, liability, expenses, losses and costs, including, but not limited to reasonable attorney’s fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

7. ANTI-DISCRIMINATION.

CONTRACTOR shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. CONTRACTOR understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

8. INSURANCE.

A. During the term of this Contract, Contractor shall maintain insurance as follows:

| | |
|--|--|
| Workers' Compensation insurance | providing coverage in compliance with Florida Statute FS 440 |
| Professional Liability insurance | \$1,000,000 per occurrence combined single limit for bodily injury and property damage |
| Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage | \$1,000,000 per occurrence combined single limit for bodily injury and property damage |
| Automobile Liability insurance | \$500,000 per occurrence combined single limit for bodily injury and property damage |

B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

9. SOVEREIGN IMMUNITY.

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

10. LIVING WAGE.

The definitions, terms and conditions of the city's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this agreement. These requirements include that the service contractor/subcontractor: shall pay a living wage to each covered employee during the term of this agreement, including any extension(s) to this agreement; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this agreement, enforceable by the city through all rights and remedies at law and equity.

11. TERMINATION.

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate

this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

- B. This Contract may be terminated by the City, without cause, upon thirty (30) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

12. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

13. INDEPENDENT CONTRACTOR.

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

14. INTELLECTUAL PROPERTY AND WORK PRODUCT.

- A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.
- B. Intellectual Property. Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the City [or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.

15. RECORDS AND RIGHT-TO-AUDIT.

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

16. CONTRACTOR'S ASSURANCES.

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.

17. WARRANTY.

[are there specific warranties requested in the bid? If so, list them here or reference them here]

18. PUBLIC RECORDS.

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

19. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

20. FORCE MAJEURE

If the performance of the Contract is delayed by fire, lightning, earthquake, cyclone, or other such cause completely beyond the control of either the City or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

21. APPLICABLE LAW AND VENUE.

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

22. DEFAULT AND REMEDIES.

The non-breaching party shall have available all remedies at law.

23. NOTICES.

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

CITY:

City of Gainesville
Insert Department Name
Attn:
Insert Address

CONTRACTOR:

Insert Contractor's Information

24. SEVERABILITY.

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

25. INTEGRATION/MERGER.

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

26. MODIFICATION AND WAIVER.

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

27. CAPTIONS AND SECTION HEADINGS.

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

28. ASSIGNMENT OF INTEREST.

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party.

29. SUCCESSORS AND ASSIGNS.

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

30. THIRD PARTY BENEFICIARIES.

This Contract does not create any relationship with, or any rights in favor of, any third party.

31. CONSTRUCTION.

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

32. EXHIBITS.

All exhibits attached to this Contract are incorporated hereto and made part of this Contract by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

NAME OF COMPANY:

CITY OF GAINESVILLE:

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

PART 10 – REQUIRED FORMS, EXHIBITS & ATTACHMENTS

The following documents/forms are included in this section:

Exhibit 1 – Blue Options Schedule of Benefits Plan 03359

Exhibit 2 – Schedule of Benefits Covered Members

Required Form A - Respondent Verification Form

Required Form B - Drug-Free Workplace Form

Required Form C – E-Verify Certification Form

Required Form D - References Form

Required Form E - Pricing Proposal

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Exhibit 1

BlueOptions

Schedule of Benefits – Plan 03359

Important things to keep in mind as you review this Schedule of Benefits:

- This Schedule of Benefits is part of your Benefit Booklet, where more detailed information about your benefits can be found.
- NetworkBlue is the panel of Providers designated as In-Network for your plan. You should always verify a Provider's participation status prior to receiving Health Care Services. To verify a Provider's specialty or participation status, you may contact the local BCBSF office or access the most recent BlueOptions Provider directory on our website at www.floridablue.com. If you receive Covered Services outside the state of Florida from BlueCard® participating Providers, payment will be made based on In-Network benefits.
- References to Deductible are abbreviated as "DED".
- Your benefits accumulate toward the satisfaction of Deductibles, Out-of-Pocket Maximums, and any applicable benefit maximums based on your Benefit Period unless indicated otherwise within this Schedule of Benefits.

Your Benefit Period **01/01 – 12/31**

Deductible, Coinsurance and Out-of-Pocket Maximums

| Benefit Description | In-Network | Out-of-Network |
|--|----------------|----------------|
| Deductible (DED) | | |
| Per Person per Benefit Period | \$600 | |
| Per Family per Benefit Period | \$1,800 | |
| Per Admission Deductible (PAD) | Not Applicable | Not Applicable |
| Coinsurance (The percentage of the Allowed Amount you pay for Covered Services) | 20% | 40% |
| Out-of-Pocket Maximums | | |
| Per Person per Benefit Period | \$4,500 | \$5,000 |
| Per Family per Benefit Period | \$7,500 | \$10,000 |

Amounts incurred for In-Network Services will only be applied to the amounts listed in the In-Network column and amounts incurred for Out-of-Network Services will only be applied to the amounts listed in the Out-of-Network column, unless otherwise indicated within this Schedule of Benefits. This includes the Deductible and Out-of-Pocket Maximum amounts.

What **applies** to out-of-pocket maximums?

- DED
- PAD, when applicable
- Coinsurance
- Copayments
- Any Prescription Drug Cost Share amounts

What **does not apply** to out-of-pocket maximums?

- Non-covered charges
- Any benefit penalty reductions
- Charges in excess of the Allowed Amount

Important information affecting the amount you will pay:

As you review the Cost Share amounts in the following charts, please remember:

- Review this Schedule of Benefits carefully; it contains important information concerning your share of the expenses for Covered Services you receive. Amounts listed in this schedule are the Cost Share amounts **you pay**.
- Your Cost Share amounts **will vary** depending upon the Provider you choose, the type of Services you receive, and the setting in which the Services are rendered.
- Payment for Covered Services is based on our **Allowed Amount** and may be less than the amount the Provider bills for such Service. You are responsible for any charges in excess of the Allowed Amount for Out-of-Network Providers.
- If a Copayment is listed in the charts that follow, the Copayment applies per visit.

Office Services

A Family Physician is a Physician whose primary specialty is, according to BCBSF's records, one of the following: Family Practice, General Practice, Internal Medicine, and Pediatrics.

| Benefit Description | In-Network | Out-of-Network |
|--|------------|----------------|
| Office visits and Services not otherwise outlined in this table rendered by | | |
| Family Physicians | \$15 | DED + 40% |
| Other health care professionals licensed to perform such Services | DED + 20% | DED + 40% |
| Advanced Imaging Services (CT/CAT Scans, MRAs, MRIs, PET Scans and nuclear cardiology) rendered by | | |
| Family Physicians | \$125 | DED + 40% |
| Other health care professionals licensed to perform such Services | \$125 | DED + 40% |
| Allergy Injections rendered by | | |
| Family Physicians | \$10 | DED + 40% |
| Other health care professionals licensed to perform such Services | \$10 | DED + 40% |
| E-Visits rendered by | | |
| Family Physicians | \$10 | DED + 40% |
| Other health care professionals licensed to perform such Services | \$10 | DED + 40% |
| Durable Medical Equipment, Prosthetics, and Orthotics | DED + 20% | DED + 40% |
| Convenient Care Centers | \$15 | DED + 40% |

Medical Pharmacy

| Benefit Description | In-Network | Out-of-Network |
|---|------------|----------------|
| Prescription Drugs administered in the office by: Family Physicians | 20% | DED + 40% |
| Physicians other than Family Physicians and other health care professionals licensed to perform such Services | 20% | DED + 40% |
| Out-of-Pocket Maximum per Person per Month | \$50 | Not Applicable |
| Important – The Cost Share for Medical Pharmacy Services applies to the Prescription Drug only and is in addition to the office Services Cost Share. Immunizations, allergy injections as well as Services covered through a pharmacy program are not considered Medical Pharmacy. Please refer to your Benefit Booklet for a description of Medical Pharmacy. | | |

Preventive Health Services

| Benefit Description | In-Network | Out-of-Network |
|---|------------|----------------|
| Adult Wellness Services | | |
| Rendered by Family Physicians | \$0 | 40% |
| Other health care professionals licensed to perform such Services | \$0 | 40% |
| All other locations | \$0 | 40% |
| Adult Well Woman Services | | |
| Rendered by Family Physicians | \$0 | 40% |
| Other health care professionals licensed to perform such Services | \$0 | 40% |
| All other locations | \$0 | 40% |
| Child Health Supervision Services rendered by Family Physicians | \$0 | 40% |
| Other health care professionals licensed to perform such Services | \$0 | 40% |
| All other locations | \$0 | 40% |
| Mammograms | \$0 | \$0 |
| Routine Colonoscopy Note: For diagnostic colonoscopies the DED is waived and the appropriate Coinsurance or Copayment will apply based on the location of service. | \$0 | \$0 |

Outpatient Diagnostic Services

| Benefit Description | In-Network | Out-of-Network |
|--|---|----------------|
| Independent Clinical Lab | \$0 | DED + 40% |
| Independent Diagnostic Testing Facility Advanced Imaging Services (CT/CAT Scans, MRAs, MRIs, PET Scans and nuclear medicine) | \$125 | DED + 40% |
| All other diagnostic Services (e.g., X-rays) | \$50 | DED + 40% |
| Outpatient Hospital Facility | See Hospital Services Outpatient | |

Emergency and Urgent Care Services

| Benefit Description | In-Network | Out-of-Network |
|------------------------------|--|----------------|
| Ambulance Services | In-Network DED + 20% | |
| Emergency Room Visits | See Hospital Services Emergency Room Visits | |
| Urgent Care Center | \$30 | DED + \$30 |

Outpatient Surgical Services

| Benefit Description | In-Network | Out-of-Network |
|---|---|----------------------|
| Ambulatory Surgical Center Facility (per visit) | \$100 | DED + 40% |
| Radiologists, Anesthesiologists, and Pathologists | DED + 20% | In-Network DED + 20% |
| Other health care professional Services rendered by all other Providers | DED + 20% | DED + 40% |
| Outpatient Hospital Facility | See Hospital Services Outpatient | |

Hospital Services

| Benefit Description | In-Network | | Out-of-Network |
|---|------------|---|----------------------|
| | Option 1* | Option 2* and Out-of-State BlueCard® Participating | |
| Inpatient | | | |
| Facility Services (per admission) | \$750 | \$1,000 | DED + 40%** |
| Physician and other health care professional Services | DED + 20% | | In-Network DED + 20% |
| Outpatient | | | |
| Facility (per visit) | \$150 | \$250 | DED + 40% |
| Physician and other health care professional Services | DED + 20% | | In-Network DED + 20% |
| Therapy Services | \$45 | \$60 | DED + 40% |
| Emergency Room Visits | | | |
| Facility (Copayment waived if admitted) | \$250 | | \$250 |
| Physician and other health care professional Services | DED + 20% | | In-Network DED + 20% |

*Please refer to the current Provider Directory to determine the applicable option for each In-Network Hospital.

**If you are admitted to an Out-of-Network Hospital as an inpatient at the time of the emergency room visit to the same facility the Out-of-Network Deductible and Emergency Room Copayment will apply to that admission.

Important:

Certain categories of Providers may not be available In-Network in all geographic regions. This includes, but is not limited to, anesthesiologists, radiologists, pathologists and emergency room physicians. This Plan will pay for Covered Services rendered by a Physician in a Hospital setting (i.e., inpatient, outpatient, or emergency room) at the In-Network benefit level. Claims paid in accordance with this note will be applied to the In-Network DED and Out-of-Pocket Maximums.

*Please refer to the current Provider Directory to determine the applicable option for each In-Network Hospital.

Behavioral Health Services

| Benefit Description | In-Network | Out-of-Network |
|---|------------|----------------|
| Mental Health and Substance Dependency Treatment Services | | |
| Outpatient | | |
| Facility Services rendered at: | | |
| Emergency Room | \$250 | \$250 |
| Hospital | \$150 | DED + 40% |
| Physician Services at Hospital and ER | \$0 | \$0 |
| Physician and other health care professionals licensed to perform such Services | | |
| Family Physician office | \$15 | DED + 40% |
| Specialist office | DED + 20% | DED + 40% |
| All other locations | | |
| Family Physicians | \$15 | DED + 40% |
| Other health care professionals licensed to perform such Services | \$50 | DED + 40% |
| Inpatient | | |
| Facility Services | \$750 | DED + 40% |
| Physician and other health care professionals licensed to perform such Services | \$0 | \$0 |

Diabetes Wellness Program

| Benefit Description | In-Network | Out-of-Network |
|--|------------|----------------|
| Annual foot exam services rendered by: | | |
| 1. Family Physicians | \$15 | DED + 40% |
| 2. Physicians other than Family Physicians; and Other health care professionals licensed to perform such Services. | 20% | DED + 40% |
| Dilated eye exam services rendered by: | | |
| 1. Family Physicians | \$15 | 40% |
| 2. Physicians other than Family Physicians; and Other health care professionals licensed to perform such Services. | 20% | 40% |
| Diabetes Self-Management Classes | \$15 | DED + 40% |

Benefit Maximums

| | |
|---|-----|
| Home Health Care Visits per Benefit Period | 30 |
| Inpatient Rehabilitation days per Benefit Period | 21 |
| Outpatient Therapies and Spinal Manipulations Visits (combined) per Benefit Period | 75 |
| Note: Refer to the Benefit Booklet for reimbursement guidelines. | |
| Skilled Nursing Facility days per Benefit Period | 120 |

Additional Benefits/Features

Benefit Maximum Carryover

If, immediately before the Effective Date of the Group, you or your Covered Dependent were covered under a prior group policy form issued by BCBSF or Health Options, Inc. to the Group, amounts applied to your Benefit Period maximums under the prior BCBSF or Health Options, Inc. policy will be applied toward your Benefit Period maximums under this plan.

Prescription Drug Program

Please refer to your Pharmacy Program Endorsement for details regarding your pharmacy coverage.

Exhibit 2

Schedule of Benefits Covered Members

An active employee of the Employer working 20 hours per week

An employee of the Employer who retired under the Employer's retirement program

Class 1: Charter Officers - 6

Class 2: Employees - \$50,000 - 2,078
Commissioners - 7

Class 3: Retired Members - 1,631

| Plan | Class 1 | Class 2 | Class 3 |
|-----------------------|----------------|---------------------|---|
| Benefit Formula | Flat \$250,000 | 2x Annual Earnings | 1/2 Benefit In-Force |
| Rounding | n/a | Next Higher \$1,000 | Next Higher \$1,000 |
| Maximum Benefit | n/a | \$50,000 | \$25,000 |
| Guarantee Issue | Full Benefit | Full Benefit | Reduced by \$5k for 5 years and remains at \$5k |
| Employer Contribution | 100% | 100% | 100% |

**REQUIRED FORM A
RESPONDENT VERIFICATION FORM**

INVITATION TO NEGOTIATE

RMDX-230059-GD

**BROKER AND BENEFITS CONSULTING SERVICES
FOR HEALTH AND GROUP LIFE PLANS**

1. RESPONDENT CONTACT INFORMATION

Legal Name of Respondent's Company (as reported to IRS): _____

DBA: _____

Authorized Representative Name/Title: _____

E-mail Address: _____

Street Address: _____

City, State, Zip: _____

Mailing Address (if different): _____

City, State, Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

2. DECLARATIONS OF DEBT AND DEFAULT

a. Respondent is not in arrears to City upon any debt, fee, tax or contract:

☐ Respondent is NOT in arrears

☐ Respondent IS in arrears

b. Respondent is not a defaulter, as surety or otherwise, upon any obligation to City:

☐ Respondent is NOT in default

☐ Respondent IS in default

3. ACKNOWLEDGEMENT OF ADDENDA

Respondents who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting this offer, I have verified that all addenda issued to date are considered as part of my offer.

Addenda received (list all) # _____

REQUIRED FORM A

4. LOCAL PREFERENCE (Refer to 8.2 for qualifying information)

Local Preference requested:

☐ YES

☐ NO

A copy of your *Business Tax Receipt* must be included in your submission if you are requesting Local Preference:

5. QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS

(Refer to 8.3 for qualifying information)

a. Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? ☐ YES ☐ NO

b. Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? ☐ YES ☐ NO

6. FEDERAL EMPLOYMENT IDENTIFICATION NUMBER

FEIN: _____

7. REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Respondent registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida? ☐ YES ☐ NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (#_____)

If the answer is "NO", please state reason why: _____

8. DIVERSITY AND INCLUSION

Does your company have a policy on diversity and inclusion? ☐ YES ☐ NO

If yes, please attach a copy of the policy to your submittal.

Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.

By signing this form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein; and,

☐ Proposal is in full compliance with the Specifications.

☐ Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

SIGNER'S PRINTED NAME: _____

DATE: _____

REQUIRED FORM B DRUG-FREE WORKPLACE

The undersigned respondent in accordance with Florida Statute 287.087 hereby certifies that

does:

Name of Respondent

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 the 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent's Signature

Date

REQUIRED FORM C

E-VERIFY CERTIFICATION FORM

If awarded:

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and 2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

As the person authorized to sign the statement, I certify that this bidder complies fully with the above requirement.

Bidder's Name

Printed Name/Title of Authorized Representative

Signature of Authorized Representative

Date

REQUIRED FORM D - REFERENCES

Name of Respondent: _____

Provide information for three (3) references of similar scope performed within the past five (5) years. You may include photos or other pertinent information.

#1 Year(s) services provided (i.e. 1/2015 to 12/2018): _____

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

#2 Year(s) services provided (i.e. 1/2015 to 12/2018): _____

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

#3 Year(s) services provided (i.e. 1/2015 to 12/2018): _____

Company Name: _____

Address: _____

City, State Zip: _____

Contact Name: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

REQUIRED FORM E - PRICING PAGE

Instructions: Complete the spreadsheet by populating the fields in blue with both the Commission Rate and a Fixed Fee Rate for each line.

| Fully Insured Plans | | Estimated Premium Volume | Commission Rate | Fixed Fee Option |
|------------------------------|----------------|-----------------------------|-----------------|------------------|
| | Health | \$28,000,000.00/3,584 lives | | |
| | Life | \$346,518.00/3,587 lives | | |
| | Stop Loss | \$700,000.00/1,993 lives | | |
| | | | | |
| Voluntary Benefits | Dental | \$795,510.60/1,440 lives | | |
| | Voluntary Life | \$492,318.36/1,714 lives | | |
| | Vision | \$150,528.72/1,124 lives | | |
| | | | | \$ - |
| Self-Funded Options | | | | |
| Administrative Services Only | Fees | \$1.2 million | | |
| Stop Loss | | \$700,000.00 | | |
| | | | | \$ - |
| All Services Single Fee | | | | |

NOTE: If travel is involved in the execution of an awarded contract for this solicitation, should any air travel be required the City's travel policy allows for Coach air travel only. All other travel will be billed in accordance with the Federal General Services Administration rates which can be found at:

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

In addition, printing, and other administrative costs may be billed at cost only -no mark-up. Evidence of these expenditures will be submitted when invoicing the City. Travel and administrative costs should be identified in the Price Proposal.

NOTE: The city reserves the right to award this bid on the basis of each line individually, any combination of line items or all line items combined as it determines to be in its best interest. The city reserves the right to not award any line item as it determines to be in its best interest.

NOTE: The city reserves the right to add or delete locations, services, items, or materials from this contract should it be in the best interest of the city. The contract price may be adjusted upon agreement of the contractor and the city's representative and based upon bid prices.

Authorized Signature

Title: _____

Name of Company: _____

Date: _____

PART 11 – NO RESPONSE SURVEY

ITN #: RMDX-230059-GD

DUE DATE: 11/1/2023

ITN TITLE: **BROKER AND BENEFITS CONSULTING SERVICES for HEALTH AND GROUP LIFE PLANS**

IF YOU DO NOT BID

If you choose to not bid, please complete this form, and either upload it into DemandStar.com or email to the procurement specialist. Your reply will assist the City in developing future solicitations, your reply will remain anonymous and will be aggregated into a spreadsheet for analysis purposes only.

Check the appropriate reasons and provide additional information that may help the City develop future solicitations.

- _____ The solicitation time-frame was too short
- _____ My company did not learn of this solicitation until it was too late to develop a reply
- _____ My company's work load did not allow time to develop a submittal
- _____ If awarded, my company's work load could not support this project
- _____ Specifications were not clear
- _____ My company does not handle this type of work
- _____ My company does not submit replies to Municipalities
- _____ Have experienced delays in payments from Government agencies in the past
- _____ Is there anything the City could have done differently in the solicitation package to prompt your company to submit a proposal?
Explain: _____
- _____ If the City were to rebid this solicitation, would your company be interested in responding?
- _____ Please provide any additional information regarding this solicitation that may help us develop our next steps in fulfilling the City's needs for this project. _____
-

Respondent Company Name: _____

Contact Person: _____

Email Address: _____

Is your company a certified City of Gainesville small business? ☐ YES ☐ NO
(Refer to 8.2 for certification requirements)

Is your company a certified City of Gainesville service-disabled veteran business? ☐ YES ☐ NO
(Refer to 8.3 for certification requirements)