

**Bid Tabulation Packet
for
Solicitation GEN2118079P2**

Group Long Term Disability Insurance (rebid)

Bid Designation: Public



Broward County Board of County Commissioners

Florida Combined Life

Bid Contact **Dana Kovaleski**
Dana.Kovaleski@FCLife.com
Ph 501-859-0588

Address **17500 Chenal Pkwy**
Little Rock, AR 72223

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs		
GEN2118079P2--01-01	Total	Supplier	First Offer -	\$1,269,291.60	1 / lump sum	\$1,269,291.60	Y	Y
	Group	Product						
	Long Term	Code: Not						
	Disability	applicable						
	Insurance	Supplier						
		Notes:						
		Under 40/519/						
		\$2,154,600.00/						
		\$0.158/						
		\$3,404.27						
		40-49/666/						
		\$3,248,200.00/						
		\$0.286/						
		\$9,289.85						
		50-59/994/						
		\$5,028,000.00/						
		\$0.401/						
		\$20,162.28						
		60-64/363/						
		\$1,925,500.00/						
		\$0.800/						
		\$15,404.00						
		65+/121/						
		\$597,000.00/						
		\$0.775/						
		\$4,626.75						

Supplier Total **\$1,269,291.60**

Florida Combined Life

Item: **Total Group Long Term Disability Insurance**

Attachments

Broward County BOCC VLTD Proposal.pdf

3 Evaluation_Criteria_Response_Form,_GEN2118079P2.pdf

5 PerformanceMeasures,_GEN2118079P2.docx

5 PerformanceMeasures,_GEN2118079P2.pdf

6 Plan_Design_Questionnaire,_GEN2118079P2.docx

6 Plan_Design_Questionnaire,_GEN2118079P2.pdf

7 Project_Specific_Vendor_Questionnaire,_GEN2118079P2.docx

7 Project_Specific_Vendor_Questionnaire,_GEN2118079P2 SIGNED.pdf

8 Pricing_Worksheet,_GEN2118079P2.xlsx

9 Vendor Reference Verification - Cumberland County Schools_USABLE.pdf

9 Vendor Reference Verification - Franklin County TN.pdf

9 Vendor Reference Verification - MCSD.pdf

2019-2020 USABLE Life Evidence Only.pdf

USAL Audited Report 2017.pdf

USAL Audited Report 2018.pdf

USAL FL License.pdf

USAL Sample Implementation Plan.pdf

Enhanced Ancillary Benefits for a Total Health Solution



More options and greater flexibility to create the perfect plan

Choose from our comprehensive life and disability products, built on 40 years of expertise and innovation. With benefits that include expanded coverage options and maximum flexibility, you have the options to create a competitive employee benefits package at a cost you can afford.



Simplified administration that cuts in-house work

At USAbLe Life, managing benefits is easy and won't require cumbersome steps and complicated processes. Our AccessAbleSM online platform puts everything at your fingertips, including online billing, real time payroll reporting and a broad range of self-service features that put your employees in the driver's seat.



Personal attention from our Florida team

You'll never have a hard time finding us. We're already here! Our Florida-based support team is conveniently located in Jacksonville and can reach you quickly in person or on the phone. Expect to see and hear from them.



Ancillary and health benefits that work together

Unlike other carriers, USAbLe Life and Florida Blue work together to provide ancillary benefits that complement health plans. USAbLe life products fit well with Florida Blue health and offer more connected benefits to your employees. You'll enjoy the simplicity of working with carriers who already know each other.

Florida Blue is an Independent Licensee of the Blue Cross and Blue Shield Association. Life, Disability and Supplemental products are offered by USAbLe Life. USAbLe Life is an independent company and operates separately from Florida Blue. AccessAbleSM is used with the consent of USAbLe Mutual Insurance Company.

Group proposal for:

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

Coverage effective date:

7/1/2020

Proposal expiration date:

2/4/2020

Presented by:



1

Enrollment and Service Capabilities

We offer multiple enrollment tools that we can customize for a solution to meet each group's unique needs. Some employers may need a paper-based process with onsite help from benefit representatives. Others may have the capability to manage enrollment through our online platform with partial or complete self-service.

Online self-service

With our AccessAbleSM online tool, benefits managers have the option to enroll employees or allow employees to enroll on their own. This tool's built-in communications features make it easy to keep employees informed.

EDI partners

Electronic Data Interchange (EDI) is the most common way we exchange data with groups during enrollment.

We now accept EDI feeds from more than 31 software vendors, and the list is growing!

New group set up and onboarding

Our implementation managers ensure quality and ease, making sure new groups experience a great welcome to USAble Life!

2

Caring for Our Customers

As a Florida Blue partner, we hold ourselves to the highest standards and strive to provide exceptional care and service to our groups. From the additional time we spend with our new customers to the speed and precision with which we pay claims, we consistently exceed expectations.

Florida team

Our Florida support team includes a regional service manager in Jacksonville. This person is the primary contact for existing group needs. Our strategic account managers located throughout the state provide sales support for large groups.

Fast and accurate claims

Customers can rely on us to deliver on our claims promise. Over 95% of complete claims are processed within five days and with 97% accuracy.

Responsive call center

We respond quickly to member phone calls and emails, Monday through Friday, 9:00 a.m. to 6:00 p.m. EST. Most calls are answered in less than 30 seconds and customer issues are resolved on the first contact 90% of the time.

3

USAbLe Life: Competitive Products Backed by Financial Strength



Rated "A" (excellent) by A.M. Best
for ten consecutive years

A.M. Best "A"
Excellent Credit Rating

Ancillary experts

For almost 40 years, USAbLe Life
has provided ancillary benefits
to include life, disability, and
supplemental products.



Eight-Year Ward's Top 50
Life-Health Performer

Our Story

For almost 40 years, USAbLe Life has provided ancillary benefits to include life, disability, and supplemental products. Florida Blue and USAbLe Life are partners in offering ancillary benefits that complement your Florida Blue health plans for more connected benefits. USAbLe Life's history and experience guides everything it does—from the extraordinary care it gives customers to the alignment of products, sales and enrollment capabilities and joint client management. For more information, visit [USAbLeLife.com](https://www.usablelife.com).

VOLUNTARY LTD BENEFITS



HELP EMPLOYEES PROTECT A PORTION OF THEIR INCOME IN THE EVENT OF A DISABILITY

This product pays a monthly benefit when the employee is unable to work or working at a less than full-time capacity.

	CLASS DESCRIPTION	ENROLLED EMPLOYEES	REQUIRED PARTICIPATION	EMPLOYER CONTRIBUTION
Class 1	Elected officials, administrators, executive managers or professional employees whose job is classified as exempt excluding police, fire and public safety employees	910	45 %	0 %
Class 2	All full-time active non-exempt employees excluding police, fire, and public safety employees	1670		

	RATES PER \$100 MONTHLY COVERED PAYROLL
Under 35	\$0.158
35 - 39	\$0.158
40 - 44	\$0.286
45 - 49	\$0.286
50 - 54	\$0.401
55 - 59	\$0.401
60 - 64	\$0.800
65+	\$0.775
RATE GUARANTEE DURATION	24 Months

VOLUNTARY LTD BENEFITS

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS | 1/1/2020



VOLUNTARY LTD

	Class 1	Class 2
PERCENT OF SALARY	60%	60%
MINIMUM BENEFIT AMOUNT	\$100	\$100
MAXIMUM BENEFIT AMOUNT	\$6,000	\$6,000
BENEFIT DURATION	RBD	RBD
ELIMINATION PERIOD	90 days	90 days
OWN OCCUPATION	5 Years with loss of duties and loss of earnings	2 Years with loss of duties and loss of earnings
SS INTEGRATION METHOD	Primary/Family	Primary/Family
GAINFUL EARNINGS	60%	60%
WORK INCENTIVE BENEFIT	12 months	12 months
MENTAL/NERVOUS LIMITATION	24 months	24 months
DRUG/ALCOHOL LIMITATION	24 months	24 months
SPECIAL CONDITIONS LIMITATION	Unlimited	Unlimited
SURVIVOR BENEFIT	3 Months	3 Months
WORKERS' COMPENSATION	Yes	Yes
ZERO DAY RESIDUAL	Included	Included
PRE-EXISTING CONDITION	3/12	3/12

ENROLLMENT

Once eligibility requirements are met, the employee may complete an application for coverage. Applications subject to evidence of insurability will be effective the first day following the month after approval by USABLE Life.

Employees that have not previously participated may elect to participate on the annual enrollment date. Employees that did not elect to participate when initially eligible will be considered late applicants. Late applicants may be required to provide evidence of insurability.

WAIVER OF PREMIUM

We do not require premium payments while the employee is receiving or is entitled to receive Long Term Disability (LTD) payments under the policy.

OFFSETS FOR OTHER INCOME

Long term disability benefits are offset for Social Security using the method outlined above. Your benefit may be subject to other reductions if you are receiving payments from your employer, workers compensation, unemployment insurance, other work earnings, or certain other benefit sources where payments are triggered by your disability. Benefits from some contributory pension plans, military pensions, and certain other sources such as profit sharing awards generally will not reduce your benefit. See the sample certificate for complete details.

LTD EXCLUSIONS

Benefits will not be paid for disability if it is caused by any of the exclusions listed in the certificate.

FAMILY MEMBER CARE EXPENSE

If the employee is receiving monthly payments from the policy, participating in a VRS plan, and incurring expenses to provide care for an eligible dependent, they may be eligible for an additional benefit of \$250 per dependent under age 15 – not to exceed a maximum of \$1,000 per month. This benefit will be paid for up to 12 months of care.

VOLUNTARY REHABILITATION BENEFIT

To assist the employee in their return to work, employee vocational rehabilitation services (VRS) may be offered. The employee's participation is voluntary and will not affect the claim. If the employee agrees to participate in the VRS and fails to complete their responsibilities under the VRS Plan, payments may be reduced or discontinued. Employees that participate in the VRS may be eligible to receive an additional benefit of 5% of the monthly payments – to a maximum of \$500 per month. The VRS plan services that may be offered include, but are not limited to the following:

- Coordination with the employer;
- Evaluation of job accommodations;
- Evaluation of possible workplace modifications with the employees regular occupation or another job or occupation;
- Vocational evaluation to determine how the disability may impact employment options;
- Job placement services, including resume preparation services and training in job-seeking skills;
- Alternative treatment plans such as recommendations for support groups, physical therapy, occupational therapy, or other treatment designed to enhance the ability to work.

The VRS Benefits will end when the employee is no longer eligible to participate or participating in a VRS plan or when the monthly benefits cease.

CONTINUITY OF COVERAGE

If the employee is covered under the prior policy, and is not actively at work due to injury or sickness when coverage is replaced with our policy, and would otherwise be eligible to become insured under our policy, we will provide Continuity of Coverage under our policy. Coverage under this provision will begin on our policy effective date and will continue until the earliest of:

- The date the employee returns to active work; or
- The end of any period of continuance or extension provided under the prior policy; or
- The date coverage would otherwise end according to the provisions of our policy.

Premiums for coverage under our policy must be paid during the period the employee is covered under Continuity of Coverage. Any benefits payable will be paid as if the prior policy had remained in force. We will reduce the payment by any amount for which the prior carrier is liable.

PRE-EXISTING CONDITION EXCLUSION - TAKEOVER PROVISION

If the employee suffers a disability due to a Pre-Existing Condition after coverage is replaced with our policy, we may pay a benefit if:

- The employee is covered under the prior policy at the time the employer changed insurance carriers to our policy;
- The employee has been continuously covered under our policy from the effective date of our policy through the date the disability began; and
- Benefits are not payable under the prior policy.

For the employee to receive benefits they must satisfy the Pre- Existing Condition provision under our policy or the prior policy had the prior policy remained in force. If the employee does not satisfy the Pre-Existing Condition under either policy, no benefits are payable.

All other terms and conditions of our policy apply.

RETURN TO WORK INCENTIVE

To encourage return to work, benefits will not be reduced for employees who work while disabled until the employee's benefits and earnings together exceed 100% of pre-disability earnings. Additional information about this incentive, including duration, can be found in the plan benefit description.

PRE-EXISTING CONDITION LIMITATION

No benefit is payable for a disability that results from a pre-existing injury or illness, including pregnancy, during the Pre-Existing Condition Limitation period. For instance, a 3/6/12 pre-existing limitation indicates that a disability that is diagnosed or treated in the three months prior to the effective date is excluded unless the insured was treatment free for 6 months, or has been continuously insured for 12 months from the policy effective date.

IMPORTANT INFORMATION TO KNOW

GENERAL ASSUMPTIONS

Broward County BOCC is considered a national account. Services provided by large accounts may or may not be available to other customers. US Able will review requests for any services and render a decision based on the risk profile of each individual policyholder. The services provided to Broward County BOCC are only approved for those who meet the eligibility of the Broward County contract(s). Individuals who are not eligible for benefits from Broward County BOCC must have a contract with US Able to be eligible for services. The available services will be based on each individual customer's profile, which may differ from the services made available to Broward County BOCC.

ELIGIBILITY

All permanent, full time, active employees as defined by employer classes who:

- work the minimum number of hours required; and
- have completed the waiting period; and
- are working at the employer's normal place of business; and
- are not otherwise limited by conditions pertaining to their employment.

The term "employees" includes all persons who work for the Policyholder at least 30 hours per week.

Unless specifically included in a class designated by the employer, and approved by us, no director, officer, or other person not actively at work on behalf of the employer will be considered an employee unless the criteria above is satisfied.

Independent Contractors and those compensated via IRS Form 1099 are not considered employees under this definition.

Eligible Employees must be citizens of the United States of America or working in the United States with proper Authorization from the U.S. Citizenship and Immigration Services.

CONTINGENCY DISCLOSURES

Proposal prepared on 11/6/2019 and is valid until 2/4/2020.

Coverage and rates quoted are based on the information provided. Changes to the plan, and/or changes in the enrolled population or insured volume of +/- 10% may require the quoted rates or coverage to be revised.

Unless otherwise noted, rates quoted assume all coverages quoted are sold as a package.

Proposal assumes that all employees to be covered are actively at work. Those employees disabled on the effective date are not covered prior to their return to work unless specifically noted in the proposal assumptions. Rates and coverages quoted are based on US Able Life's standard non-participating policy and certificate language unless noted.

Rates and plans quoted may be subject to minimum lives requirement or a minimum participation percentage. If those requirements are not met, US Able reserves the right to decline to issue the quoted plan.

This proposal is a summary of coverages quoted. Terms used in this proposal are general in nature, and the terms used in the policy and certificate will have specific definitions that may be broader or narrower than those in general usage. You should consult the policy and certificate for specific definitions of significant terms. Coverage is not in force until approval of a Master Application and issuance of a policy and certificate by US Able Life. Coverage issued is subject to all terms, conditions, limitations, and exclusions in the policy and certificate. In the event of a discrepancy between this proposal and the policy or certificate, the policy and certificate shall prevail.

Coverage offered is intended to comply with all applicable state and federal laws, regulations and requirements. In the event of a conflict between applicable law and this proposal, or policies and certificates, the requirements of the governing jurisdiction shall prevail.

EARNINGS DEFINITION

The employee's normal rate of pay in effect the day prior to the date a claim is incurred,

- excluding commissions, overtime, bonus, or any other extra pay

For owners, shareholders, or partners earnings will be defined as:

- Partners

Earnings means self-employment earnings (loss) from the your Schedule K-1 (Form 1065) for the one calendar years just prior to the date

Disability begins

- Sub Chapter S

Earnings means your average weekly income from the Employer in effect just prior to the date Disability begins. It includes income from Schedule K-1 (Ordinary business income (loss)), and your W-2 from the Employer just prior to the date Disability begins.



For more information about our products, visit <http://www.usablelife.com>.
A sample contract with detailed policy information is available upon request.

Evaluation Criteria Response Form

Evaluation Criteria Response Form:

The responding vendor must complete the Evaluation Criteria Response Form (pdf fillable file) with responses corresponding to each numbered item in text format only. Each Evaluation Criteria response should be succinct and include only relevant information which best answers the item. Do not include graphs, charts, resumes, tables, pictures, etc., in the Evaluation Criteria Response Form. Each Evaluation Criteria response allows for a maximum of 2100 characters of text only.

Instructions for uploading: Download document, save as the pdf fillable document (do not save as any other type of document), complete form and upload form as the fillable pdf file. **DO NOT APPLY ANY TYPE OF SECURITY, ALTER OR OTHERWISE MANIPULATE THE DOCUMENT. DO NOT PRINT TO PDF OR SCAN DOCUMENT BEFORE UPLOADING TO BIDSYNC.**

Evaluation Criteria Response Form (Supplemental Information):

If the Vendor's evaluation criteria response needs to reference additional Information to supplement their response to an item such as graphs, resumes, tables, org charts, etc., include only the supplemental information as an attachment appropriately labeled as follows: Supplemental Information - Title - Evaluation Criteria Item Number (**ex. Supplemental Information - Resume John Doe – Evaluation Criteria 1b.**) The Supplemental Information should be uploaded to BidSync as separate pdf files (attachments) and not combined with the vendor's completed Evaluation Criteria Response Form.

[Check here to indicate that Vendor agrees it has read and will comply with the submission instructions above.](#)

Evaluation Criteria Response Form

RFP/RLI/RFQ Number and Title	GEN2118079P2 - Group Long Term Disability Insurance
Vendor Name	
Vendor Address	
Evaluation Criteria	Vendor Response
<p>LOCATION: (MAXIMUM POINTS 5)</p> <p>Refer to Question 1</p>	
<p>Refer to Vendor's Business Location Attestation Form and submit as instructed.</p> <p>A Vendor with a principal place of business location (also known as the nerve center) within Broward County for the last six months, prior to the solicitation submittal, will receive five points; a Vendor not meeting all of the local business requirements will receive zero points. The following applies for a Vendor responding as a Joint Venture (JV): if a member of the JV has 51% or more of the equity and meets all of the local business requirements, the JV will receive three points; if a member of the JV has 30 to 50% of the equity and meets all of the local business requirements, the JV will receive two points; and if a member of the JV has 10% to 29% of the equity and meets all of the local business requirements, the JV will receive one point.</p> <p><i>Submit your firm's State of Florida Department of Corporations website listing as evidence of your firm's primary business location.</i></p> <p>Points Value: 5</p>	
<p>COMPANY PROFILE, CHARACTERISTICS OF FIRM AND STAFFING: (MAXIMUM POINTS 12)</p> <p>Refer to Questions 2a – 2d</p>	

<p>2a. Provide basic information for the proposing company:</p> <ul style="list-style-type: none"> i. Number of years offering Group Long Term Disability Insurance product; ii. Total number of current employees; iii. Average seniority of current employees; iv. Briefly describe the company's organization, philosophy, management <p><u>Points Value: 3</u></p>	
<p>2b. List Key Members of proposed Account Team who will provide professional, customer service, and/or technical support services on this contract. Include:</p> <ul style="list-style-type: none"> i. Name and contact information; ii. Job title and number of years of service with current organization and brief resume covering, at minimum, the last five years; iii. Location of the office the proposed Account Team will be working from. <p><u>Points Value: 3</u></p>	
<p>2c. How does the proposing company rank nationally?</p> <ul style="list-style-type: none"> i. By case/premium and products offered? ii. Provide proposing company's industry rating by AM Best, Fitch, Moody's, and/or Standard & Poor's. <p><u>Points Value: 3</u></p>	
<p>2d. Provide a list of the governmental and/or public entities, similar or greater in size (number of insured) to Broward County, that the Company has provided long term disability insurance coverage and related services for over the last five years.</p> <p>Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to Vendor Reference Verification Form and submit as instructed. Only provide references for non-Broward County Board of County Commissioners contracts. For Broward County contracts, the County will review performance evaluations in its database for vendors with previous or current contracts with the County. The County considers references and performance evaluations in the evaluation of Vendor's past performance.</p> <ul style="list-style-type: none"> i. Provide name, address, and verified current contact information, including telephone number and email address. <p><u>Points Value: 3</u></p>	

<p>QUALITY OF SERVICE AND CUSTOMER SERVICE: (MAXIMUM POINTS 13)</p> <p>Refer to Questions 3a – 3c</p>	
<p>3a. Describe the proposing company's overall member service strategy.</p> <ul style="list-style-type: none"> i. Include location, hours of operation, and duties of any call centers ii. Does the proposing company offer a toll-free and local telephone number to members? iii. Describe any web-based services available to members. iv. Describe call-center & customer service metrics monitored. <p>Points Value: 5</p>	
<p>3b. Describe the proposing company's overall client service strategy.</p> <ul style="list-style-type: none"> i. Will the client be provided an administrative manual? ii. Describe any web-based tools available to the client (e.g. report generation, death claim reporting, etc.). <p>Points Value: 5</p>	
<p>3c. What materials/services do you provide to support non-English speaking employees and hearing impaired callers?</p> <p>Points Value: 3</p>	
<p>ENROLLMENT AND IMPLEMENTATION: (MAXIMUM POINTS 10)</p> <p>Refer to Questions 4a – 4b</p>	
<p>4a. Explain how you will work with the County to ensure a smooth implementation and open enrollment experience.</p> <ul style="list-style-type: none"> i. Describe the role of the Implementation Manager. ii. Describe the interaction between the Implementation Manager and the County's Benefits staff. iii. Describe, in detail, your company's timeline for implementation. <p>Points Value: 5</p>	
<p>4b. Are production and mailing costs for enrollment/member materials and mailings included in the proposed rates?</p> <p>Points Value: 5</p>	

<p>ANALYSIS OF PROJECT SPECIFIC VENDOR QUESTIONNAIRE AND PERFORMANCE GUARANTEES: (MAXIMUM POINTS 20)</p> <p>Refer to Questions 5a – 5b</p>	
<p>5a. Project Specific Vendor Questionnaire</p> <p><u>Points Value: 10</u></p>	
<p>5b. Performance Guarantees</p> <p><u>Points Value: 10</u></p>	
<p>ANALYSIS OF PLAN DESIGN QUESTIONNAIRE AND PRODUCT DETAILS: (MAXIMUM POINTS 20)</p> <p>Refer to Questions 6a – 6d</p>	
<p>6a. LTD Plan Design</p> <p><u>Points Value: 7</u></p>	
<p>6b. Maximum Benefit</p> <p><u>Points Value: 5</u></p>	
<p>6c. Return to Work Provision</p> <p><u>Points Value: 4</u></p>	

<p>6d. Guaranteed Open Enrollment at Inception of Agreement</p> <p>Points Value: 4</p>	
<p>PRICE: (MAXIMUM POINTS 20)</p> <p>Refer to Questions 7</p>	
<p>7. Submit your pricing in the Item Response Form in BidSync.*</p> <p><i>* Total points awarded for price will be determined by applying the following formula: (Lowest Proposed Price/Proposer's Price) x 20 = Price Score</i></p> <p>Points Value: 20</p>	<p>Please submit price information into BidSync.</p>
<p>TOTAL NUMBER OF POINTS: (MAXIMUM POINTS 100)</p>	

Vendor Questionnaire Form

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

If a response requires additional supporting information, the Vendor should provide a written detailed response as indicated on the form. The completed questionnaire and responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire Form be knowledgeable about the proposing Vendor's business profile and operations.

Solicitation Number :		GEN2118079P2
Title :		Group Long Term Disability Insurance
1. Legal business name:		
2. Doing Business As/ Fictitious Name (if applicable):		
3. Federal Employer I.D. no. (FEIN):		
4. Dun and Bradstreet No.:		
5. Website address (if applicable):		
6. Principal place of business address:	Address Line 1	
	Address Line 2	
	City	
	State	
	Zip Code	
	Country	
7. Office location responsible for this project:		
8. Telephone no.:		
9. Fax no.:		
10. Type of business:	Type of Business (Select from the dropdown list)	
	If Corporation, Specify the State of Incorporation	

	If General Partnership, Specify the State and County filed in	
	If Other, Specify the detail	
11. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name):		
12. List name and title of each principal, owner, officer, and major shareholder:	a)	
	b)	
	c)	
	d)	
13. AUTHORIZED CONTACT(S) FOR YOUR FIRM:	Contact Name 1	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
	Contact Name 2	
	Title	
	E-Mail	
	Telephone No.	
	Fax No.	
14. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	

15. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted.	Click response	Yes No
	If Yes, provide detailed response	
16. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
17. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
18. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
19. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety.	Click response	Yes No
	If Yes, provide detailed response	

20. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
21. Has your firm ever been terminated from a contract within the last three years? If yes, specify details in an attached written response.	Click response	Yes No
	If Yes, provide detailed response	
22. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing. If yes, Living Wage increased the pricing by ____% or decreased the pricing by ____%.	Click response	Yes No N/A
	If Yes, provide detailed response	

Performance Measures

Group Long Term Disability Insurance

Proposer's Name:	USAbLe Life
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Any payment due to the County in accordance with the performance measure deductions must be made in the form of a check within twenty (20) days following the date of the County's invoice based in the Vendor's internal audit reports. Vendors shall have the ability to self-report within forty-five (45) days following the close of the reporting period. Reports may be subject to an independent third party audit at the County's discretion. If the County finds it necessary to conduct such an audit, performance measure deductions will apply to the results of said audit.

Proposers shall be required to indicate either "Yes" or "No" along with an explanation (if necessary), to the Negotiable Items #1-11 of the Performance Measures. However, notwithstanding the foregoing, if the Proposer indicates "No" or fails to respond to any one of the Negotiable Items #1-11 of the Performance Measures at the time of proposal submittal, this will not render the Proposer Non-Responsive. County may seek clarification from the Proposers in response to missing and/or incomplete information provided regarding Negotiable Items #1-11.

NEGOTIABLE PERFORMANCE MEASURES:

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
1	You have agreed to provide a Certificate of Insurance and Group Policy document within 60 days after approval from County in the Project Specific Vendor Questionnaire, do you agree with the Proposed Deduction?	Yes		0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	Yes	

Performance Measures
Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
2	<p>Implementation Commitment: Implementation meetings will be held with the County to discuss program details and implementation strategy. Implementation will be managed in accordance with a customized implementation plan, that will include:</p> <ul style="list-style-type: none"> • Time parameters • Pertinent steps • Agreed upon timeframes for each step • Plan adjustments made from time to time as mutually agreed upon by Policyholder and Vendor <p>At least 95% of action items assigned to Vendor will be completed or delivered by the due date indicated in the implementation plan</p>	Yes		0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	Yes	
3	<p>Speed to Answer calls: 90% of incoming calls will be answered by customer service within 35 seconds. (Measured and reported quarterly)</p>	Yes		0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	Yes	

Performance Measures
Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
4	Abandonment Rate: 95% of all telephone calls in queue will connect to a customer service representative. (Measured and reported quarterly)	Yes		0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	Yes	
5	Open Enrollment Meetings: COUNTY will schedule open enrollment benefit information sessions at various locations and times. COUNTY will provide Vendor with a list of locations and time at least two (2) weeks prior to the commencement of the first enrollment briefing. COUNTY requires that at a minimum one (1) representative, at their own expense, to participate in <u>every</u> information session requested by COUNTY to explain benefits and plan information. Representative must have excellent knowledge of the COUNTY's long term disability insurance benefits and plan information. (Measured and reported annually)	Yes		0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	Yes	
6	Reporting: Provide 100% of quarterly and annual reports within forty-five (45) days after the close of the reporting period. (Measured and reported quarterly)	Yes		0.50% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	Yes	

Performance Measures
Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
7	Service Meetings: Semiannual meetings will be prescheduled to review plan performance and service delivery. (Measured and reported semiannually.)	Yes		0.25% of cumulative total sum of premiums paid during the applicable Contract Year, semiannually.	Yes	
8	Renewal Notification: Renewal notice will be provided to Policyholder 270 days before rate guarantee expiration date. Plan analysis and current experience reports will accompany renewal, providing explanation of proposed rate action. (Measured and reported annually beginning applicable year of contract)	Yes		0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	Yes	
9	Claims Processing Standards: 95% of error-free claims (in-network and out-of-network) will be processed within 30 days of receipt. (Measured and reported quarterly)	Yes		0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	Yes	
10	Claim Financial Accuracy: Financial accuracy standard will be 95% of COUNTY specific claims. (Measured and reported annually)	Yes		0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	Yes	

Performance Measures Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
11	Client Annual Satisfaction: Benefits staff will be satisfied that the service delivered by the Account Management Team qualifies as a “solid performance that generally meets requirements” (3.0) or higher as defined in the survey defined below. (Measured and reported annually) SEE SAMPLE BELOW	Yes		0.50% of cumulative total sum of premiums paid during the applicable Contract Year.	Yes	

		Agree: Yes/No
Have you answered all questions in the Performance Measures Questionnaire?		Yes

SAMPLE - Annual Satisfaction Assessment Tool

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

9. Provides the right resources to effectively manage County’s account.		
Additional comments:		

Rating Scale

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

Performance Measures

Group Long Term Disability Insurance

Proposer's Name:	<u>USAble Life</u>
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Any payment due to the County in accordance with the performance measure deductions must be made in the form of a check within twenty (20) days following the date of the County's invoice based in the Vendor's internal audit reports. Vendors shall have the ability to self-report within forty-five (45) days following the close of the reporting period. Reports may be subject to an independent third party audit at the County's discretion. If the County finds it necessary to conduct such an audit, performance measure deductions will apply to the results of said audit.

Proposers shall be required to indicate either "Yes" or "No" along with an explanation (if necessary), to the Negotiable Items #1-11 of the Performance Measures. However, notwithstanding the foregoing, if the Proposer indicates "No" or fails to respond to any one of the Negotiable Items #1-11 of the Performance Measures at the time of proposal submittal, this will not render the Proposer Non-Responsive. County may seek clarification from the Proposers in response to missing and/or incomplete information provided regarding Negotiable Items #1-11.

NEGOTIABLE PERFORMANCE MEASURES:

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
1	You have agreed to provide a Certificate of Insurance and Group Policy document within 60 days after approval from County in the Project Specific Vendor Questionnaire, do you agree with the Proposed Deduction?	<u>Yes</u>		0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	<u>Yes</u>	

Performance Measures
Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
2	<p>Implementation Commitment: Implementation meetings will be held with the County to discuss program details and implementation strategy. Implementation will be managed in accordance with a customized implementation plan, that will include:</p> <ul style="list-style-type: none"> • Time parameters • Pertinent steps • Agreed upon timeframes for each step • Plan adjustments made from time to time as mutually agreed upon by Policyholder and Vendor <p>At least 95% of action items assigned to Vendor will be completed or delivered by the due date indicated in the implementation plan</p>	<u>Yes</u>		0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	<u>Yes</u>	
3	<p>Speed to Answer calls: 90% of incoming calls will be answered by customer service within 35 seconds. (Measured and reported quarterly)</p>	<u>Yes</u>		0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	<u>Yes</u>	

Performance Measures
Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
4	Abandonment Rate: 95% of all telephone calls in queue will connect to a customer service representative. (Measured and reported quarterly)	<u>Yes</u>		0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	<u>Yes</u>	
5	Open Enrollment Meetings: COUNTY will schedule open enrollment benefit information sessions at various locations and times. COUNTY will provide Vendor with a list of locations and time at least two (2) weeks prior to the commencement of the first enrollment briefing. COUNTY requires that at a minimum one (1) representative, at their own expense, to participate in <u>every</u> information session requested by COUNTY to explain benefits and plan information. Representative must have excellent knowledge of the COUNTY's long term disability insurance benefits and plan information. (Measured and reported annually)	<u>Yes</u>		0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	<u>Yes</u>	
6	Reporting: Provide 100% of quarterly and annual reports within forty-five (45) days after the close of the reporting period. (Measured and reported quarterly)	<u>Yes</u>		0.50% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	<u>Yes</u>	

Performance Measures
Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
7	Service Meetings: Semiannual meetings will be prescheduled to review plan performance and service delivery. (Measured and reported semiannually.)	<u>Yes</u>		0.25% of cumulative total sum of premiums paid during the applicable Contract Year, semiannually.	<u>Yes</u>	
8	Renewal Notification: Renewal notice will be provided to Policyholder 270 days before rate guarantee expiration date. Plan analysis and current experience reports will accompany renewal, providing explanation of proposed rate action. (Measured and reported annually beginning applicable year of contract)	<u>Yes</u>		0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	<u>Yes</u>	
9	Claims Processing Standards: 95% of error-free claims (in-network and out-of-network) will be processed within 30 days of receipt. (Measured and reported quarterly)	<u>Yes</u>		0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	<u>Yes</u>	
10	Claim Financial Accuracy: Financial accuracy standard will be 95% of COUNTY specific claims. (Measured and reported annually)	<u>Yes</u>		0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	<u>Yes</u>	

Performance Measures Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
11	Client Annual Satisfaction: Benefits staff will be satisfied that the service delivered by the Account Management Team qualifies as a “solid performance that generally meets requirements” (3.0) or higher as defined in the survey defined below. (Measured and reported annually) SEE SAMPLE BELOW	<u>Yes</u>		0.50% of cumulative total sum of premiums paid during the applicable Contract Year.	<u>Yes</u>	

		Agree: Yes/No
Have you answered all questions in the Performance Measures Questionnaire?		<u>Yes</u>

SAMPLE - Annual Satisfaction Assessment Tool

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

9. Provides the right resources to effectively manage County’s account.		
Additional comments:		

Rating Scale

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

Plan Design Questionnaire

Group Long Term Disability Insurance

	Long Term Disability Insurance Benefits	Response:
1.	Long Term Disability Benefit: XX % of the first \$ XX of Predisability Earnings, reduced by income.	%: 60% to 6k benefit \$: \$10,000 monthly covered earnings
2.	Long Term Disability Benefit Maximum before reduction by Deductible Income:	\$6,000
3.	Long Term Disability Benefit Minimum:	\$100
4.	Benefit Waiting Period:	90 days
5.	Maximum Benefit Period:	RBD
6.	Briefly describe Proposer's Evidence of Insurability process.	<p>USABLE Life guidelines for requesting and processing Evidence of Insurability (EOI) forms are as follows:</p> <ol style="list-style-type: none"> 1. EOI is required for any amount over Guarantee Issue (GI). 2. If an application is received that requires EOI but one is not submitted, we will send a letter to the group requesting the EOI. If the EOI is not received within 20 days, the application will be closed. 3. If an application is received that requires an EOI and one is submitted, we will review the EOI for completeness, order an MIB, and jet issue if possible. If we are unable to jet issue, we will forward the application to medical underwriting <p>If there is any GI, we will generate an approval to the group for the GI amount showing the effective date as the group's anniversary date (assuming the app and EOI are submitted during enrollment). The effective date of the amount over GI (the total amount applied for) will be the 1st of the month following the date of approval.</p> <p>EOI's received by Medical Underwriting, are reviewed again for completeness. If we need additional information it is requested at this time. Our standards are to have all applications processed and a decision made within 4 days of receipt of all pertinent information in Medical Underwriting. USABLE Life provides a 30 day time frame for all requested information to be received and processed before application is closed.</p>

Plan Design Questionnaire
Group Long Term Disability Insurance

7.	Does Proposer offer waiver of premium benefits?	Yes, Waiver of Premium benefit is included with our quoted LTD policy.
8.	Briefly describe Proposer's definition of Disability.	Our standard definition of disability requires that the covered employee satisfy either the occupation test or the earnings test. The employee need only satisfy one test to be considered disabled.
9.	Does Proposer offer a Return to Work Incentive? If so, briefly describe.	Yes, we offer a Return to Work Incentive. Our incentive allows employees who return to work while disabled to receive up to 100% of pre-disability earnings for the first 12 months after they return to work. This encourage employees to return to full-time work as soon as possible.
10.	Does Proposer offer a Rehabilitation Plan Provision? If so, please state the increased benefit proposed.	Yes, we offer a Rehabilitation Plan Provision. Our standard rehab benefit is an additional 5% of the gross monthly payment to a maximum of \$500, so long as you are participating in a rehab program.
11.	Briefly describe how Predisability Earnings are calculated.	<p>Monthly Earnings means Your gross monthly rate of earnings from the Employer just prior to the date Disability begins. It includes earnings from Commissions.</p> <p>It does not include earnings from overtime pay, bonuses, or other extra compensation.</p> <p>It includes Your pre-tax contributions to a deferred compensation plan which is defined by a documented, pre-determined formula.</p> <p>If included, Commissions received will be average for the lesser of:</p> <ol style="list-style-type: none"> 1. The 12 month(s) period of employment just prior to the date Disability begins; or 2. The period of employment
12.	Does Proposer offer a Survivors Death Benefit? If so, please describe.	<p>Yes, Survivor Benefit is included with our quoted LTD policy.</p> <p>When We receive proof that You have died, We will pay Your Eligible Survivor(s) a lump sum benefit equal to 3 times Your Gross Monthly Payment if, on the date of Your death:</p> <ol style="list-style-type: none"> 1. Your Disability had continued for 180 or more consecutive days; and

Plan Design Questionnaire
Group Long Term Disability Insurance

		<p>2. You were receiving or were eligible to receive payments under the Policy.</p> <p>If You have no Eligible Survivor(s), payment will be made to Your estate.</p> <p>However, We will first apply the Survivor Benefit to recover any overpayment that may exist on Your claim.</p> <p>The DEDUCTIBLE SOURCES OF INCOME provision will not be considered in calculating this benefit.</p> <p>If an Advanced Survivor Benefit has been paid, then no Survivor Benefit will be paid at Your death.</p>
<p>13.</p>	<p>List any disabilities excluded from coverage.</p>	<p>USAble Life does not pay benefits for any disabilities caused by, contributed to by, or resulting from:</p> <ol style="list-style-type: none"> 1. commission or attempt to commit a felony; 2. intentionally self-inflicted harm; 3. attempted suicide, regardless of mental capacity; 4. operating a motor vehicle while under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit; 5. being under the influence of any controlled substance or narcotic, unless taken as prescribed by a physician, and subject to the applicable law in the state; 6. voluntary intake of poison, drugs or fumes, unless a direct result of an occupational accident; 7. participation in a war, declared or undeclared, or any act of war; 8. active duty in the military or the National Guard or similar government organizations; 9. active participation in a riot, insurrection or terrorism; 10. engaging in any illegal or fraudulent occupation, work, or employment;

Plan Design Questionnaire
Group Long Term Disability Insurance

		<p>11. cosmetic surgery except when required for appropriate care as a result of injury or sickness. Cosmetic surgery shall not include reconstructive surgery when the surgery is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part and reconstructive surgery because of congenital disease or anomaly resulting in a functional defect;</p> <p>12. traveling in any aircraft other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline;</p> <p>13. traveling in any aircraft or device operated by or under authority of military or any aircraft being used for experimental purposes or to travel beyond the earth's atmosphere.</p>
14.	Does Proposer's plan design list any disabilities subject to limited pay periods? If so, please explain.	US Able Life limits pay periods for mental illness/alcoholism/drug abuse – usually 12 or 24 months. Inclusion or exclusion of these limitations is based on Underwriting risk assessment.
15.	Does Proposer offer an electronic claim filing system?	No, we do not offer an electronic claim filing system.
16.	Briefly describe the timeline for receiving notice of a decision on a claim.	Our liability decision average turnaround time is 35 calendar days.
17.	Briefly describe, if claim is approved, how/when payments will be received by the member.	When the LTD claim decision is made the claimant is notified of the decision the same day by telephone and by letter. The first monthly LTD benefit will be released 10 days before the benefit period ends. For example, if the monthly benefit period runs from January 1, 2020 – February 1, 2020 then the first benefit check will be released on January 20, 2020.
18.	Briefly describe the review procedure for denied claims.	If a claim is denied, instructions concerning the right to appeal are always included in the denial document. The appeal is immediately acknowledged by the Disability Analyst in the Appeals Unit. If new information is provided that changes the denial decision, benefit payment will be made. If there is no new information provided or if the information provided does not alter the denial decision, the claimant will be notified that the denial

Plan Design Questionnaire
Group Long Term Disability Insurance

		<p>decision is being upheld. They are also provided with the reason and given an opportunity to present additional information if they so choose.</p>
<p>19.</p>	<p>Informational Only: <i>This information should not be factored into proposed price and will not be evaluated toward total point allocation.</i></p> <p>Describe any additional products/services Proposer offers.</p>	<p>W-2 is included with our voluntary LTD offering. To save valuable time at year end, W-2s containing disability claim payment information can be produced for employees' use in filing individual income tax returns. These forms are filed with the IRS under our name and Tax Identification Number.</p>

Plan Design Questionnaire

Group Long Term Disability Insurance

	Long Term Disability Insurance Benefits	Response:
1.	Long Term Disability Benefit: XX % of the first \$ XX of Predisability Earnings, reduced by income.	%: 60% to 6k benefit \$: \$10,000 monthly covered earnings
2.	Long Term Disability Benefit Maximum before reduction by Deductible Income:	\$6,000
3.	Long Term Disability Benefit Minimum:	\$100
4.	Benefit Waiting Period:	90 days
5.	Maximum Benefit Period:	RBD
6.	Briefly describe Proposer's Evidence of Insurability process.	<p>USable Life guidelines for requesting and processing Evidence of Insurability (EOI) forms are as follows:</p> <ol style="list-style-type: none"> 1. EOI is required for any amount over Guarantee Issue (GI). 2. If an application is received that requires EOI but one is not submitted, we will send a letter to the group requesting the EOI. If the EOI is not received within 20 days, the application will be closed. 3. If an application is received that requires an EOI and one is submitted, we will review the EOI for completeness, order an MIB, and jet issue if possible. If we are unable to jet issue, we will forward the application to medical underwriting <p>If there is any GI, we will generate an approval to the group for the GI amount showing the effective date as the group's anniversary date (assuming the app and EOI are submitted during enrollment). The effective date of the amount over GI (the total amount applied for) will be the 1st of the month following the date of approval.</p> <p>EOI's received by Medical Underwriting, are reviewed again for completeness. If we need additional information it is requested at this time. Our standards are to have all applications processed and a decision made within 4 days of receipt of all pertinent information in Medical Underwriting. USable Life provides a 30 day time frame for all requested information to be received and processed before application is closed.</p>

Plan Design Questionnaire
Group Long Term Disability Insurance

7.	Does Proposer offer waiver of premium benefits?	Yes, Waiver of Premium benefit is included with our quoted LTD policy.
8.	Briefly describe Proposer's definition of Disability.	Our standard definition of disability requires that the covered employee satisfy either the occupation test or the earnings test. The employee need only satisfy one test to be considered disabled.
9.	Does Proposer offer a Return to Work Incentive? If so, briefly describe.	Yes, we offer a Return to Work Incentive. Our incentive allows employees who return to work while disabled to receive up to 100% of pre-disability earnings for the first 12 months after they return to work. This encourage employees to return to full-time work as soon as possible.
10.	Does Proposer offer a Rehabilitation Plan Provision? If so, please state the increased benefit proposed.	Yes, we offer a Rehabilitation Plan Provision. Our standard rehab benefit is an additional 5% of the gross monthly payment to a maximum of \$500, so long as you are participating in a rehab program.
11.	Briefly describe how Predisability Earnings are calculated.	<p>Monthly Earnings means Your gross monthly rate of earnings from the Employer just prior to the date Disability begins. It includes earnings from Commissions.</p> <p>It does not include earnings from overtime pay, bonuses, or other extra compensation.</p> <p>It includes Your pre-tax contributions to a deferred compensation plan which is defined by a documented, pre-determined formula.</p> <p>If included, Commissions received will be average for the lesser of:</p> <ol style="list-style-type: none"> 1. The 12 month(s) period of employment just prior to the date Disability begins; or 2. The period of employment
12.	Does Proposer offer a Survivors Death Benefit? If so, please describe.	<p>Yes, Survivor Benefit is included with our quoted LTD policy.</p> <p>When We receive proof that You have died, We will pay Your Eligible Survivor(s) a lump sum benefit equal to 3 times Your Gross Monthly Payment if, on the date of Your death:</p> <ol style="list-style-type: none"> 1. Your Disability had continued for 180 or more consecutive days; and

Plan Design Questionnaire
Group Long Term Disability Insurance

		<p>2. You were receiving or were eligible to receive payments under the Policy.</p> <p>If You have no Eligible Survivor(s), payment will be made to Your estate.</p> <p>However, We will first apply the Survivor Benefit to recover any overpayment that may exist on Your claim.</p> <p>The DEDUCTIBLE SOURCES OF INCOME provision will not be considered in calculating this benefit.</p> <p>If an Advanced Survivor Benefit has been paid, then no Survivor Benefit will be paid at Your death.</p>
<p>13.</p>	<p>List any disabilities excluded from coverage.</p>	<p>USABLE Life does not pay benefits for any disabilities caused by, contributed to by, or resulting from:</p> <ol style="list-style-type: none"> 1. commission or attempt to commit a felony; 2. intentionally self-inflicted harm; 3. attempted suicide, regardless of mental capacity; 4. operating a motor vehicle while under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit; 5. being under the influence of any controlled substance or narcotic, unless taken as prescribed by a physician, and subject to the applicable law in the state; 6. voluntary intake of poison, drugs or fumes, unless a direct result of an occupational accident; 7. participation in a war, declared or undeclared, or any act of war; 8. active duty in the military or the National Guard or similar government organizations; 9. active participation in a riot, insurrection or terrorism; 10. engaging in any illegal or fraudulent occupation, work, or employment;

Plan Design Questionnaire
Group Long Term Disability Insurance

		<p>11. cosmetic surgery except when required for appropriate care as a result of injury or sickness. Cosmetic surgery shall not include reconstructive surgery when the surgery is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part and reconstructive surgery because of congenital disease or anomaly resulting in a functional defect;</p> <p>12. traveling in any aircraft other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline;</p> <p>13. traveling in any aircraft or device operated by or under authority of military or any aircraft being used for experimental purposes or to travel beyond the earth's atmosphere.</p>
14.	Does Proposer's plan design list any disabilities subject to limited pay periods? If so, please explain.	USABLE Life limits pay periods for mental illness/alcoholism/drug abuse – usually 12 or 24 months. Inclusion or exclusion of these limitations is based on Underwriting risk assessment.
15.	Does Proposer offer an electronic claim filing system?	No, we do not offer an electronic claim filing system.
16.	Briefly describe the timeline for receiving notice of a decision on a claim.	Our liability decision average turnaround time is 35 calendar days.
17.	Briefly describe, if claim is approved, how/when payments will be received by the member.	When the LTD claim decision is made the claimant is notified of the decision the same day by telephone and by letter. The first monthly LTD benefit will be released 10 days before the benefit period ends. For example, if the monthly benefit period runs from January 1, 2020 – February 1, 2020 then the first benefit check will be released on January 20, 2020.
18.	Briefly describe the review procedure for denied claims.	If a claim is denied, instructions concerning the right to appeal are always included in the denial document. The appeal is immediately acknowledged by the Disability Analyst in the Appeals Unit. If new information is provided that changes the denial decision, benefit payment will be made. If there is no new information provided or if the information provided does not alter the denial decision, the claimant will be notified that the denial

Plan Design Questionnaire
Group Long Term Disability Insurance

		<p>decision is being upheld. They are also provided with the reason and given an opportunity to present additional information if they so choose.</p>
<p>19.</p>	<p>Informational Only: <i>This information should not be factored into proposed price and will not be evaluated toward total point allocation.</i></p> <p>Describe any additional products/services Proposer offers.</p>	<p>W-2 is included with our voluntary LTD offering. To save valuable time at year end, W-2s containing disability claim payment information can be produced for employees' use in filing individual income tax returns. These forms are filed with the IRS under our name and Tax Identification Number.</p>

Project Specific Vendor Questionnaire

Group Long Term Disability Insurance

Proposer's Name:	USAbLe Life
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All Proposers shall be required to 1) sign and return the Project Specific Vendor Questionnaire for Non-Negotiable Items #1-19 and 2) indicate "Yes" to each one of the Non-Negotiable Items #1-19 at the time of proposal submittal in order to be considered Responsive to this RFP. Any Proposer who fails to do so shall be deemed non-responsive to this RFP. Additionally, if the Proposer indicates "Yes" to any of the Non-Negotiable Items #1-19 but the Proposer's submitted materials patently demonstrate otherwise, the Proposer shall be deemed non-Responsive for this RFP.

NON-NEGOTIABLE ITEMS:

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
	Scope, General Information, & Specifications		
1	Proposer agrees to provide all services and meet all specifications as outlined in the Scope of Services.	No	Pre-existing conditions limit will apply as well as the eligibility and benefit waiting period and being actively at work is required (this is in the current contract).
2	Proposer agrees to cover all covered groups as identified in the Scope of Services. For this solicitation, the covered group is active employees.	No	All full-time active employees excluding police, fire, and public safety employees. 20 hour weekly minimum required.

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

<p align="center">3</p>	<p>Proposer agrees to extend the same terms and conditions of this contract to the Supervisor of Elections that is currently insured under the expiring contract (Piggyback agreement).</p>	<p align="center">No</p>	<p>Broward County BOCC is considered a public account. Services provided to large accounts may or may not be available to other customers. USABLE Life will review requests for any services and render a decision based on the risk profile of each individual policyholder. The services provided to Broward County BOCC are only approved for those who meet the eligibility of the Broward County contract(s). Individuals who are not eligible for benefits from Broward County BOCC must have a contract with USABLE Life to be eligible for services. The available services will be based on each individual customer's profile, which may differ from</p>
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Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
			the services made available to Broward County BOCC.
4	Proposer agrees to accept Employee eligibility as defined in the Scope of Services, General Information, & Specifications.	Yes	
5	<p>Proposer agrees to accept Member definition, as follows:</p> <ol style="list-style-type: none"> 1. All active employees employed in a position which is included in the Broward County Personnel Cap; 2. Actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and 3. A citizen or resident of the United States or Canada. <p>Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.</p>	Yes	
6	<p>Proposer agrees to accept Class Definitions, as follows:</p> <ul style="list-style-type: none"> • Class 1: Elected officials, administrators, executive managers or professional employees whose job is classified as exempt under the Fair Labor Standards Act. • Class 2: All other Members 	Yes	
7	<p>Proposer agrees to accept Occupation Period, as follows:</p> <ul style="list-style-type: none"> • Own Occupation Period: <ul style="list-style-type: none"> ○ Class 1: The first 60 months for which LTD Benefits are paid. ○ Class 2: The first 24 months for which LTD Benefits are paid. • Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period. 	Yes	
8	Proposer agrees that the County will not guarantee a minimum number of participants.	Yes	

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
9	Proposer agrees to accept all insureds enrolled in the current Program with no actively at work, pre-existing exclusions, or waiting period.	No	Pre-existing conditions limit will apply as well as the eligibility and benefit waiting period and being actively at work is required (this is in the current contract). Time served under the current contract will apply to the pre-ex.
10	Proposer agrees to provide a Certificate of Insurance and a Group Policy document within 60 calendar days after approval from County.	Yes	
	Administrative and Related Services		
11	Proposer agrees to submit, with proposal response, a Certificate of Authority from the Florida Office of Insurance Regulation in accordance with Florida Statutes, §624.401.	Yes	
12	Proposer agrees to a premium rate guarantee for the initial two (2) years of the contract. Rate caps will not be accepted. <i>(Rates must be entered into BidSync as a lump sum total for two years. Entered rates must match the supplied price worksheet, as calculated.)</i>	Yes	Rates will be reviewed for adequacy if the number of lives or covered payroll changes by more than 15% during the rate guarantee period.
13	Proposer confirms that proposed rates are for stand-alone Group Long Term Disability Insurance only; and are not contingent on any additional lines of business or agreements with the County.	Yes	

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
14	Proposer agrees that Broward County will award a contract under this RFP directly to the carriers or companies that provide the requested services and will require a signature from an authorized representative with the authority to commit the carrier or company to all requirements of the RFP. Awardee may contract with independent agents or brokers separately from its contract with Broward County. Nothing in this RFP will be construed to restrict compensation, contractual or employment arrangements that an Awardee may grant to a licensed insurance agent or to otherwise violate Section 624.1275 or Section 624.428, Florida Statutes.	Yes	
15	Proposer agrees to provide renewal notice 270 days before rate guarantee expiration date. Plan analysis and current experience reports will accompany renewal, providing explanation of proposed rate action.	Yes	
16	Proposer agrees to have County Benefits Manager or designee approve in advance, and in writing, all employee communications prior to disseminating by any method (print, electronic, web, etc.) to employees.	Yes	
17	Proposer agrees to provide minimum of one person to attend all annual open enrollment vendor fairs/meetings (estimated to be approximately 12 on-site meetings over a two-week period) typically scheduled in October/November. Meeting schedule will be set by the County.	Yes	
	Billing		
18	Proposer agrees to accept the County's self-billing process and remittance for active employees on a bi-weekly basis. The County will remit premium payments in aggregate based on premiums collected after each bi-weekly payroll is run via ACH. The County does not currently provide employee-level detail.	Yes	We require a detailed census for initial set-up, at time of claim, and when the case renews.
	Plan Specific Details		
19	Proposer has submitted a specimen policy that lists any limitations or exclusions of the proposed plan.	Yes	

Please confirm Proposer's agreement to comply with each one of the Non-Negotiable Items #1-19 by signing below:

Proposer's Signature: _____

Project Specific Vendor Questionnaire

Group Long Term Disability Insurance

Proposers shall be required to indicate either “Yes” or “No” along with an explanation (if necessary), to the Negotiable Items #20-42 of the Project Specific Vendor Questionnaire. However, notwithstanding the foregoing, if the Proposer indicates “No” or fails to respond to any one of the Negotiable Items #20-42 of the Project Specific Vendor Questionnaire at the time of proposal submittal, this will not render the Proposer Non-Responsive. County may seek clarification from the Proposers in response to missing and/or incomplete information provided regarding Negotiable Items #20-42.

NEGOTIABLE ITEMS:

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
	Administrative and Related Services		
20	Proposer agrees to work with the County to implement the County’s Group Long Term Disability Insurance in a timely manner and to have County-approved member material ready for distribution at a special open enrollment, if required.	Yes	
21	Proposer agrees to provide minimum of one person to attend annual County Financial Fairs (estimated to be approximately 15-20 on-site meetings over a two-week period) typically scheduled for the month of June. Meeting schedule will be set by the County.	Yes	
	Eligibility Files / Billing		
22	Proposer agrees to accept County enrollment processes including verification of dependent status.	No	USable Life requires additional information regarding the County’s enrollment process.
23	Proposer agrees all data exchanges containing HIPAA-protected data (file transmission, email, media, etc.) between Proposer and County will be encrypted, and only decrypted by the specified recipient.	Yes	
24	Proposer agrees to use a secure method to exchange files to and from third party vendors outside of Proposer’s organization.	Yes	USable Life sends responses securely but security for inbound communication is sender responsibility.
25	Proposer agrees to waive all medical evidence requirements for existing plan participants at existing benefit levels.	Yes	Coverage up to \$6,000 is guaranteed issue upon takeover and initial eligibility period. After that EOI is required for late entrants.
	Account Management / Customer Service		

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
26	Proposer agrees to provide documents for electronic distribution in an ADA-compliant format.	Yes	
27	Proposer agrees to provide the County with a dedicated account representative (point-of-contact) who will assist the County in the administration of the Program including all necessary and related services for employees, in resolving issues including claims problems, and member issues, and in any other way requested, related to the Services stated herein.	Yes	
28	Proposer agrees to provide a toll-free customer service number, Monday through Friday from at least 8:00 a.m. to 5:00 p.m. ET.	Yes	
29	Proposer agrees to provide customized website which includes access to educational materials, Certificate of Coverage, and all available benefits, along with a link for posting on the County's benefits website. If using County logo on website, must be ADA-compliant. Vendor should be able to provide statistical reports on use of the website.	Yes	
30	Do you have a demonstration site and/or demo login credentials? If so, please indicate the web address and provide instructions to preview the website below.	Yes	www.usablelife.com/portal/eutf
31	Proposer agrees to provide assistance, technically and creatively, in the ongoing development of employee communication materials (print and video).	Yes	
32	Proposer agrees to provide access to an Employer Portal to allow designated Benefits staff to view and update eligibility, access plan and marketing material, view status of claims, view Evidence of Insurability status, benefit payments, attach documents to a claim, run reports, download forms, access plan documents, and send secure through a Secure Message function.	Yes	USable Life can provide all listed functions except for: 1.) Claims Payment is available once approved, 2.) Claims submission is an independent process, and 3.) USable Life sends responses securely but security for inbound communication is sender responsibility.

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
33	Proposer agrees to provide access to Employee Portal to allow members to file a claim and upload documents; view status of claims, submit Evidence of Insurability, view plan documents, and send secure through a Secure Message function.	No	USABLE Life provides Online Evidence of Insurability submission via our employee portal AccessABLE.
34	Proposer agrees to submit financial reporting as detailed in Performance Guarantees.	Yes	
Standard Reporting			
35	Proposer agrees to provide quarterly, annual and ad-hoc reports in an electronic format either by secure email or through a reporting portal on the Proposer's website.		
	a) Customer call log detailing type of call and resolution	No	Customer call log report is not a standard report offered by USABLE Life.
	b) Utilization	Yes	
	c) Group plan activity	Yes	
	d) Claims to Premium	Yes	
	e) Claims experience	Yes	
	f) Claims duration by closure reason	Yes	
Plan Specific Details			
36	Proposer agrees to administer a written appeals process for reconsideration of any denied benefits.	Yes	
37	Proposer agrees to resolve all appeals within 30 days of receipt of completed documentation.	Yes	
38	Proposer agrees to fulfill, upon expiration or termination of any agreement as a result of this Solicitation, all responsibilities of the Plan year, including but not limited to, the transfer to the County or new provider, all data and records necessary to administer the Plan.	Yes	
39	Proposer agrees to prepare language for amendments to the Certificate of Coverage and Policy due to legislative or other changes.	Yes	

Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
40	Proposer agrees to prepare a customized Policies and Procedures Manual for services requested herein, which will be utilized by the selected Proposer and County.	Yes	
41	Proposer agrees to assist disabled claimants with filing for Social Security benefits.	Yes	
42	Proposer agrees that work earnings will be defined as: earnings from Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.	Yes	

Please confirm Proposer's agreement to comply with each one of the Negotiable Items #20-42 by signing here: Proposer's Signature _____

	Agree: Yes/No
Have you answered all questions in the Project Specific Vendor Questionnaire?	Yes

Project Specific Vendor Questionnaire Group Long Term Disability Insurance

Proposer's Name:	USAbLe Life
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All Proposers shall be required to 1) sign and return the Project Specific Vendor Questionnaire for Non-Negotiable Items #1-19 and 2) indicate "Yes" to each one of the Non-Negotiable Items #1-19 at the time of proposal submittal in order to be considered Responsive to this RFP. Any Proposer who fails to do so shall be deemed non-responsive to this RFP. Additionally, if the Proposer indicates "Yes" to any of the Non-Negotiable Items #1-19 but the Proposer's submitted materials patently demonstrate otherwise, the Proposer shall be deemed non-Responsive for this RFP.

NON-NEGOTIABLE ITEMS:

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
	Scope, General Information, & Specifications		
1	Proposer agrees to provide all services and meet all specifications as outlined in the Scope of Services.	No	Pre-existing conditions limit will apply as well as the eligibility and benefit waiting period and being actively at work is required (this is in the current contract).
2	Proposer agrees to cover all covered groups as identified in the Scope of Services. For this solicitation, the covered group is active employees.	No	All full-time active employees excluding police, fire, and public safety employees. 20 hour weekly minimum required.

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

<p align="center">3</p>	<p>Proposer agrees to extend the same terms and conditions of this contract to the Supervisor of Elections that is currently insured under the expiring contract (Piggyback agreement).</p>	<p align="center">No</p>	<p>Broward County BOCC is considered a public account. Services provided to large accounts may or may not be available to other customers. US Able Life will review requests for any services and render a decision based on the risk profile of each individual policyholder. The services provided to Broward County BOCC are only approved for those who meet the eligibility of the Broward County contract(s). Individuals who are not eligible for benefits from Broward County BOCC must have a contract with US Able Life to be eligible for services. The available services will be based on each individual customer's profile, which may differ from</p>
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Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
			the services made available to Broward County BOCC.
4	Proposer agrees to accept Employee eligibility as defined in the Scope of Services, General Information, & Specifications.	Yes	
5	<p>Proposer agrees to accept Member definition, as follows:</p> <ol style="list-style-type: none"> 1. All active employees employed in a position which is included in the Broward County Personnel Cap; 2. Actively At Work at least 20 hours each week (for purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days); and 3. A citizen or resident of the United States or Canada. <p>Member does not include a temporary or seasonal employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.</p>	Yes	
6	<p>Proposer agrees to accept Class Definitions, as follows:</p> <ul style="list-style-type: none"> • Class 1: Elected officials, administrators, executive managers or professional employees whose job is classified as exempt under the Fair Labor Standards Act. • Class 2: All other Members 	Yes	
7	<p>Proposer agrees to accept Occupation Period, as follows:</p> <ul style="list-style-type: none"> • Own Occupation Period: <ul style="list-style-type: none"> ○ Class 1: The first 60 months for which LTD Benefits are paid. ○ Class 2: The first 24 months for which LTD Benefits are paid. • Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period. 	Yes	
8	Proposer agrees that the County will not guarantee a minimum number of participants.	Yes	

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
9	Proposer agrees to accept all insureds enrolled in the current Program with no actively at work, pre-existing exclusions, or waiting period.	No	Pre-existing conditions limit will apply as well as the eligibility and benefit waiting period and being actively at work is required (this is in the current contract). Time served under the current contract will apply to the pre-ex.
10	Proposer agrees to provide a Certificate of Insurance and a Group Policy document within 60 calendar days after approval from County.	Yes	
	Administrative and Related Services		
11	Proposer agrees to submit, with proposal response, a Certificate of Authority from the Florida Office of Insurance Regulation in accordance with Florida Statutes, §624.401.	Yes	
12	Proposer agrees to a premium rate guarantee for the initial two (2) years of the contract. Rate caps will not be accepted. <i>(Rates must be entered into BidSync as a lump sum total for two years. Entered rates must match the supplied price worksheet, as calculated.)</i>	Yes	Rates will be reviewed for adequacy if the number of lives or covered payroll changes by more than 15% during the rate guarantee period.
13	Proposer confirms that proposed rates are for stand-alone Group Long Term Disability Insurance only; and are not contingent on any additional lines of business or agreements with the County.	Yes	

Project Specific Vendor Questionnaire Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
14	Proposer agrees that Broward County will award a contract under this RFP directly to the carriers or companies that provide the requested services and will require a signature from an authorized representative with the authority to commit the carrier or company to all requirements of the RFP. Awardee may contract with independent agents or brokers separately from its contract with Broward County. Nothing in this RFP will be construed to restrict compensation, contractual or employment arrangements that an Awardee may grant to a licensed insurance agent or to otherwise violate Section 624.1275 or Section 624.428, Florida Statutes.	Yes	
15	Proposer agrees to provide renewal notice 270 days before rate guarantee expiration date. Plan analysis and current experience reports will accompany renewal, providing explanation of proposed rate action.	Yes	
16	Proposer agrees to have County Benefits Manager or designee approve in advance, and in writing, all employee communications prior to disseminating by any method (print, electronic, web, etc.) to employees.	Yes	
17	Proposer agrees to provide minimum of one person to attend all annual open enrollment vendor fairs/meetings (estimated to be approximately 12 on-site meetings over a two-week period) typically scheduled in October/November. Meeting schedule will be set by the County.	Yes	
	Billing		
18	Proposer agrees to accept the County's self-billing process and remittance for active employees on a bi-weekly basis. The County will remit premium payments in aggregate based on premiums collected after each bi-weekly payroll is run via ACH. The County does not currently provide employee-level detail.	Yes	We require a detailed census for initial set-up, at time of claim, and when the case renews.
	Plan Specific Details		
19	Proposer has submitted a specimen policy that lists any limitations or exclusions of the proposed plan.	Yes	

Please confirm Proposer's agreement to comply with each one of the Non-Negotiable Items #1-19 by signing below:

Proposer's Signature: James F. Casey

Project Specific Vendor Questionnaire Group Long Term Disability Insurance

Proposers shall be required to indicate either "Yes" or "No" along with an explanation (if necessary), to the Negotiable Items #20-42 of the Project Specific Vendor Questionnaire. However, notwithstanding the foregoing, if the Proposer indicates "No" or fails to respond to any one of the Negotiable Items #20-42 of the Project Specific Vendor Questionnaire at the time of proposal submittal, this will not render the Proposer Non-Responsive. County may seek clarification from the Proposers in response to missing and/or incomplete information provided regarding Negotiable Items #20-42.

NEGOTIABLE ITEMS:

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
	Administrative and Related Services		
20	Proposer agrees to work with the County to implement the County's Group Long Term Disability Insurance in a timely manner and to have County-approved member material ready for distribution at a special open enrollment, if required.	Yes	
21	Proposer agrees to provide minimum of one person to attend annual County Financial Fairs (estimated to be approximately 15-20 on-site meetings over a two-week period) typically scheduled for the month of June. Meeting schedule will be set by the County.	Yes	
	Eligibility Files / Billing		
22	Proposer agrees to accept County enrollment processes including verification of dependent status.	No	USABLE Life requires additional information regarding the County's enrollment process.
23	Proposer agrees all data exchanges containing HIPAA-protected data (file transmission, email, media, etc.) between Proposer and County will be encrypted, and only decrypted by the specified recipient.	Yes	
24	Proposer agrees to use a secure method to exchange files to and from third party vendors outside of Proposer's organization.	Yes	USABLE Life sends responses securely but security for inbound communication is sender responsibility.
25	Proposer agrees to waive all medical evidence requirements for existing plan participants at existing benefit levels.	Yes	Coverage up to \$6,000 is guaranteed issue upon takeover and initial eligibility period. After that EOI is required for late entrants.
	Account Management / Customer Service		

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
26	Proposer agrees to provide documents for electronic distribution in an ADA-compliant format.	Yes	
27	Proposer agrees to provide the County with a dedicated account representative (point-of-contact) who will assist the County in the administration of the Program including all necessary and related services for employees, in resolving issues including claims problems, and member issues, and in any other way requested, related to the Services stated herein.	Yes	
28	Proposer agrees to provide a toll-free customer service number, Monday through Friday from at least 8:00 a.m. to 5:00 p.m. ET.	Yes	
29	Proposer agrees to provide customized website which includes access to educational materials, Certificate of Coverage, and all available benefits, along with a link for posting on the County's benefits website. If using County logo on website, must be ADA-compliant. Vendor should be able to provide statistical reports on use of the website.	Yes	
30	Do you have a demonstration site and/or demo login credentials? If so, please indicate the web address and provide instructions to preview the website below.	Yes	www.usablelife.com/portal/eutf
31	Proposer agrees to provide assistance, technically and creatively, in the ongoing development of employee communication materials (print and video).	Yes	
32	Proposer agrees to provide access to an Employer Portal to allow designated Benefits staff to view and update eligibility, access plan and marketing material, view status of claims, view Evidence of Insurability status, benefit payments, attach documents to a claim, run reports, download forms, access plan documents, and send secure through a Secure Message function.	Yes	USABLE Life can provide all listed functions except for: 1.) Claims Payment is available once approved, 2.) Claims submission is an independent process, and 3.) USABLE Life sends responses securely but security for inbound communication is sender responsibility.

Project Specific Vendor Questionnaire
Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
33	Proposer agrees to provide access to Employee Portal to allow members to file a claim and upload documents; view status of claims, submit Evidence of Insurability, view plan documents, and send secure through a Secure Message function.	No	USABLE Life provides Online Evidence of Insurability submission via our employee portal AccessABLE.
34	Proposer agrees to submit financial reporting as detailed in Performance Guarantees.	Yes	
	Standard Reporting		
35	Proposer agrees to provide quarterly, annual and ad-hoc reports in an electronic format either by secure email or through a reporting portal on the Proposer's website.		
	a) Customer call log detailing type of call and resolution	No	Customer call log report is not a standard report offered by USABLE Life.
	b) Utilization	Yes	
	c) Group plan activity	Yes	
	d) Claims to Premium	Yes	
	e) Claims experience	Yes	
	f) Claims duration by closure reason	Yes	
	Plan Specific Details		
36	Proposer agrees to administer a written appeals process for reconsideration of any denied benefits.	Yes	
37	Proposer agrees to resolve all appeals within 30 days of receipt of completed documentation.	Yes	
38	Proposer agrees to fulfill, upon expiration or termination of any agreement as a result of this Solicitation, all responsibilities of the Plan year, including but not limited to, the transfer to the County or new provider, all data and records necessary to administer the Plan.	Yes	
39	Proposer agrees to prepare language for amendments to the Certificate of Coverage and Policy due to legislative or other changes.	Yes	

Project Specific Vendor Questionnaire Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
40	Proposer agrees to prepare a customized Policies and Procedures Manual for services requested herein, which will be utilized by the selected Proposer and County.	Yes	
41	Proposer agrees to assist disabled claimants with filing for Social Security benefits.	Yes	
42	Proposer agrees that work earnings will be defined as: earnings from Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.	Yes	

Please confirm Proposer's agreement to comply with each one of the Negotiable Items #20-42 by signing here: Proposer's Signature _____

James F. Casey

	Agree: Yes/No
Have you answered all questions in the Project Specific Vendor Questionnaire?	Yes

Pricing Worksheet

Group Long Term Disability Insurance (GEN2118079P2)

Employee Age on last January 1st	# Enrolled <small>(Estimated for pricing exercise; will not match actual census)</small>	Estimated In Force Volume <small>(Estimated for pricing exercise; will not match actual census)</small>	MONTHLY Rate per \$100	MONTHLY Premium <small>(Estimated In Force Volume x MONTHLY Rate/\$100)</small>
Under 40	519	\$2,154,600.00	\$0.158	\$3,404.27
40-49	666	\$3,248,200.00	\$0.286	\$9,289.85
50-59	994	\$5,028,000.00	\$0.401	\$20,162.28
60-64	363	\$1,925,500.00	\$0.800	\$15,404.00
65+	121	\$597,000.00	\$0.775	\$4,626.75
TOTAL LONG TERM DISABILITY INSURANCE 2 YEAR COST				\$1,269,291.60

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

- 1. Vendor's Quality of Service
a. Responsive
b. Accuracy
c. Deliverables
2. Vendor's Organization:
a. Staff expertise
b. Professionalism
c. Turnover
3. Timeliness of:
a. Project
b. Deliverables
4. Project completed within budget
5. Cooperation with:
a. Your Firm
b. Subcontractor(s)/Subconsultant(s)
c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

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

Vendor Reference Verification Form

Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

1. Vendor's Quality of Service
 - a. Responsive
 - b. Accuracy
 - c. Deliverables

2. Vendor's Organization:
 - a. Staff expertise
 - b. Professionalism
 - c. Turnover

3. Timeliness of:
 - a. Project
 - b. Deliverables

4. Project completed within budget

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

Additional Comments: (provide on additional sheet if needed)

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

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Vendor is required to submit completed Reference Verification Forms for previous projects referenced in its submittal. Vendor should provide the **Vendor Reference Verification Form** to its reference organization/firm to complete and return to the Vendor's attention. Vendor should submit the completed Vendor Reference Form with its response by the solicitation's deadline. The County will verify references provided as part of the review process. Provide a minimum of three (3) non-Broward County Board of County Commissioners' references.



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Reference for:

Organization/Firm Name providing reference:

Contact Name:

Title:

Reference date:

Contact Email:

Contact Phone:

Name of Referenced Project:

Contract No.

Date Services Provided:

Project Amount:

to

Vendor's role in Project: Prime Vendor Subconsultant/Subcontractor

Would you use this vendor again? Yes No If No, please specify in Additional Comments (below).

Description of services provided by Vendor:

Please rate your experience with the referenced Vendor:

Needs Improvement

Satisfactory

Excellent

Not Applicable

- 1. Vendor's Quality of Service
a. Responsive
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2. Vendor's Organization:
a. Staff expertise
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3. Timeliness of:
a. Project
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5. Cooperation with:
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c. Regulatory Agency(ies)

Additional Comments: (provide on additional sheet if needed)

THIS SECTION FOR COUNTY USE ONLY

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA		NAMED INSURED US Able Life A Subsidiary of Life and Specialty Ventures, LLC 17500 Chenal Parkway 5th Floor Little Rock, AR 72223	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Property Policy:

Carrier: The Charter Oak Fire Insurance Company
 Policy # 630-0C377490
 Effective/Expiration Date: 06/29/2019 - 06/29/2020

Blanket Building and Business Personal Property Limit (Scheduled Locations) \$51,100,752
 Deductible: \$5,000

Business Income: \$2,590,000

Covers risk of direct physical loss subject to policy exclusions, terms, conditions, sublimits and deductibles for real and personal property, business interruption and extra expense. Limit shown is a blanket limit applying to scheduled locations.

[With regard to Property coverage.] Other deductibles may apply as per policy terms and conditions.

USABLE LIFE

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a license and remains subject to all applicable laws of Florida.

Date of Issuance: January 24, 2003

No. 03-710505232



**Florida
Office of
Insurance
Regulation**

A handwritten signature in black ink, appearing to read "Kevin M. McCarty".

**Kevin M. McCarty
Director of Insurance Regulation**

Sample Implementation Plan

ID	Task Name	Start	Finish	Assignment
Sold Case Implementation Activity				
1	Sales identifies large group sold			Sales
2	Enter sold case information into the Large Group Sold Report	Tues 5/19/18	Tues 5/19/18	Sales
3	Sales informs Underwriting and Account Management of final sale			Sales
4	Account Management reviews the Underwriting folder for all information: prior carrier booklets, proposals, census information, Underwriting correspondence, agreements, and approvals (cover with sales rep the sold case checklist), identify if amendment or single case filing required. Review of RFP commitments and requirements to ensure all are addressed during the implementation process			AM/Policy Services (PS)/Under Writing (UW)/(Compass and Legal as needed)
5	Create initial plan design grids, contract compares, and deviations, if needed	Tues 5/19/18	Wed 5/20/18	AM/Policy Services (PS)/Under Writing (UW)/(Compass and Legal as needed)
6	Obtain Underwriter approval of final plan grid	Tues 5/26/18	Wed 5/27/18	AM/PS/UW/(Compass and Legal as needed)
Implementation				
7	Internal new group implementation meeting (could occur early in the process for large case)	Mon 5/18/18	Wed 6/3/18	AM/PS/PA/UW/Sales/Claims
8	Hold internal implementation meeting to discuss sold plan specifics, plan grid, roles/responsibilities and implementation strategy. Identify key participants for the implementation meeting and discuss scheduling a pre-meeting call with the group. Identify a complete list of missing information.	Mon 5/25/18	Mon 5/25/18	AM/PS/PA/UW/Sales/Claims
9	Request all missing documents and information from the group/broker/partner			AM
19	Refer to the sold Case Checklist link below to ensure all information is done			AM
	http://gallery.mailchimp.com/1ed464b849df594b5bd672207/files/SLDCSCHKLIST_4_11_.2.pdf			AM
11	Schedule the implementation calls with the Customer/Broker/Partner, as needed	Mon 5/25/18	Mon 5/25/18	AM
12	Implementation Kick-Off Meeting with group and topics to cover <ul style="list-style-type: none"> - Review groups plan goals – opportunities for improvements - Review plan designs, ASO services & confirm rates - Discuss any contract deviations - Determine billing, account structure & reporting needs - Review FMLA services & transition plan of existing leaves, if needed - Review electronic file needs as it relates to eligibility, EOI, claims filing, beneficiary designation management & portability/conversion - Review enrollment needs as it relates to on-line enrollment, dates, and communications - Review Medical Underwriting needs as it relates to on-line EOI, rules/guidelines and reporting - Identify Employer-Employee enrollment and communication needs - Identify contract booklet needs/due dates - Obtain tax agreements - Identify group training needs - Schedule regular implementation meetings, as needed 			AM/PS/PA/UW/Sales/Customer/Broker/Partner
13	Revise plan grid and implementation plan based upon implementation meeting results. Confirm all changes have been reviewed and approved internally. Confirm assignments from meeting.	Mon 5/25/18	Mon 5/25/18	AM/PS/PA/UW/Sales
14	Forward and review final implementation plan with Customer/Broker/Partner	Tues 5/19/18	Tues 5/19/18	AM
15	Approved Implementation Plan			Customer/Broker/Partner
16	Final proposal is generated			UW
17	Create/Review master application			AM/PS/UW
18	Sales Rep provides group with master application, final proposal, and plan grids for approval and signature	Wed 5/20/18	Wed 5/20/18	Sales or AM
19	Group approves and signs final documents/master applications and forwards to USABLE	Wed 6/3/18	Wed 6/3/18	Customer/Broker/Partner
20	Legal perform single case filing, if required			Legal

Red Tasks = Key Milestones

Sample Implementation Plan

ID	Task Name	Start	Finish	Assignment
Enrollment Communications				
21	Facilitate conference call with the Customer/Broker/Partner to discuss enrollment support and strategy	Thu 6/11/18	Fri 6/12/18	Sales/AM/Enrollment Services (ES)/PS/PA
22	Develop enrollment strategy for the Customer/Broker/Partner, outlining any USAL produced customer deliverable and identify who from the internal team is accountable for production, printing and costs	Fri 6/12/18	Fri 6/19/18	Sales/AM/Enrollment Services (ES)/PS/PA
23	Hold internal conference call to discuss Customer's enrollment strategy	Fri 6/19/18	Mon 6/22/18	Sales/AM/Enrollment Services (ES)/PS/PA
24	Customer agrees to Enrollment Strategy	Tue 7/7/18	Wed 7/8/18	Customer
Scrub Process				
25	Master application versus final proposal/plan grids	Mon 5/18/18	Mon 5/18/18	AM/UW/PS
26	Reviewing census file information for key fields			AM/PS
27	Review applications for completeness, if applicable			AM/PS
28	W-2 agreement			AM/PS
29	FICA forms			AM/PS
30	FMLA agreement			AM/PS
31	ASO Agreement			AM/PS
32	Request missing information/clarify discrepancies			AM
33	Final information received, information reviewed and finalized			AM/PS
Implementation Items				
Performance Guarantee		Thu 6/4/18	Fri 8/7/18	
34	Create and proof Performance Guarantee	Thu 6/11/18	Thu 6/11/18	AM/PS/PA/CS/Medical Underwriting (MU)
35	Send Performance Guarantee to Customer/Broker/Partner for review	Thu 6/11/18	Thu 6/11/18	AM
36	Customer/Broker/Partner reviews and forwards their comments or requested revisions to USAL for Review	Fri 7/3/18	Fri 7/3/18	Customer/Broker/Partner
37	Hold conference call with Customer/Broker/Partner to discuss requested revisions, as needed	Mon 7/13/18	Mon 7/13/18	AM/PS/PA/CS/Medical Underwriting (MU)
38	Revise agreements with Customer/Broker/Partner's requested revisions and produce final Guarantee	Tue 7/14/18	Mon 7/27/18	AM
39	Send final agreement to Customer/Broker/Partner for execution	Tue 7/28/18	Tue 7/28/18	AM
40	Execute Performance Guarantee and mail two signed copies to USAL for signature, one for the Customer and for USAL	Tue 8/4/18	Tue 8/4/18	AM
Evidence of Insurability Processing		Mon 5/25/18	Fri 7/19/18	
41	Determine EOI workflow for Customer - electronic or paper	Mon 5/25/18	Tue 5/26/18	AM/PS/MU
42	Provide Customer with sample EOI form and applicable EOI workflow	Thu 5/28/18	Fri 5/29/18	AM/PS/MU
43	Facilitate conference call with the Customer/Broker/Partner to discuss workflow for Evidence of Insurability processing and reporting	Thu 6/4/18	Fri 6/5/18	AM/PS/MU
44	Customer/Broker/Partner confirms divisional breakdown for EOI reporting	Fri 6/5/18	Fri 6/19/18	Customer/Broker/Partner
Conversion/Portability				
45	Discuss with Customer/Broker/Partner conversion and / or portability process	Thu 5/28/18	Mon 7/20/18	AM/PS
FMLA Services Agreement		Thu 6/4/18	Wed 8/12/18	AM/PS
46	Produce FMLA agreement based on requested services	Fri 6/5/18	Thu 6/11/18	AM/PS
47	Proof agreement	Fri 6/12/18	Fri 6/12/18	AM/PS
48	Send FMLA Agreement to Customer/Broker/Partner for review	Fri 6/12/18	Fri 6/12/18	AM/PS
49	Customer/Broker/Partner reviews and forwards their comments or requested revisions to USAL for review	Mon 7/6/18	Mon 7/6/18	Customer/Broker/Partner

Red Tasks = Key Milestones

Sample Implementation Plan

ID	Task Name	Start	Finish	Assignment
Implementation Items cont'd				
50	Hold conference call with Customer/Broker/Partner to discuss requested revisions	Tue 7/14/18	Tue 7/14/18	AM/PS/Broker/Partner/Customer
51	Revise agreements with Customer/Broker/Partner's requested revisions and produce final Agreement	Wed 7/15/18	Tue 7/28/18	AM
52	Send final Agreement to Customer/Broker/Partner for execution	Fri 7/31/18	Fri 7/31/18	AM/PS
53	Execute FMLA Agreement and mail two signed copies to USAL for signature, one for Customer and one for USAL	Fri 8/7/18	Fri 8/7/18	Customer
54	Customer provides copies of internal leave policies to the Carrier team for review. This should be done in advance of the initial Implementation Meeting	Tue 5/19/18	Tue 5/19/18	Customer/Broker/Partner
55	Update FMLA Grid based on discussions held during the Implementation Meeting. Document what is final and what still needs to be confirmed	Mon 6/1/18	Mon 6/1/18	AM/PS/PA
56	Facilitate additional conference calls with Customer/Broker/Partner as needed to review workflow, processing standards and structure for reporting	Tue 6/2/18	Mon 6/22/18	AM/Customer/Broker/Partner
57	Produce final FMLA Grid and structure for reporting	Tue 6/23/18	Tue 6/23/18	AM
58	Customer/Broker/Partner signs off on final FMLA Grid and reporting structure	Tue 6/30/18	Tue 6/30/18	Customer/Broker/Partner
59	Discuss training needs with Customer/Broker/Partner. Carrier can provide a training presentation template if necessary to support HR training	Wed 7/8/18	Wed 7/8/18	AM/FMLA Representative
60	Finalize training materials and logistics	Wed 7/22/18	Wed 7/22/18	AM/FMLA Representative
61	Schedule FMLA Training call based on Customer/Broker/Partner and FMLA Representative availability	Thu 7/23/18	Thu 7/23/18	AM?
Claims Process		Mon 5/18/18	Wed 12/9/18	
Disability Telephonic Claim Submission Process		Wed 5/27/18	Wed 12/9/18	
62	Provide Customer/Broker/Partner with Call Tree, sample Telephonic Brochure and intake Script	Wed 5/27/18	Thu 5/28/18	AM/Claims
63	Review claim intake and adjudication process with Customer/Broker/Partner	Wed 5/27/18	Thu 5/28/18	AM/Claims
64	Determine who to copy on claim correspondence and return to work contacts	Thu 5/28/18	Fri 5/29/18	AM/Claims
65	Complete discussions with Customer/Broker/Partner on the claim process	Fri 5/29/18	Fri 6/26/18	AM/Claims
66	Document any special handling requests for claims team and Customer/Broker/Partner	Mon 12/7/18	Mon 12/7/18	AM/Claims
Paper Claim Submission Process		Wed 5/27/18	Mon 12/7/18	
67	Provide sample claim for to the Customer	Wed 5/27/18	Thu 5/28/18	AM/Claims
68	Review sample claim form with Customer/Broker/Partner and discuss claim intake and adjudication process with them	Wed 5/27/18	Thu 5/28/18	AM/Claims
69	Determine who to copy on claim correspondence and return to work contacts	Wed 5/27/18	Thu 5/28/18	AM/Claims
70	Complete discussions with Customer/Broker/Partner on the claim process	Thu 5/28/18	Thu 6/25/18	AM/Claims
71	Document any special handling requests or non-standard workflow from Claims Team and Customer	Mon 12/7/18	Mon 12/7/18	AM/Claims
Implementation Items cont'd				
IT Requirements		Thu 6/4/18	Mon 12/28/18	
72	Data integration questions:			AM/IT/Customer IT
73	<ul style="list-style-type: none"> - Payroll integrations <ul style="list-style-type: none"> - Identify customer system details <ul style="list-style-type: none"> - Vendor and system name - Version and release date - Modules in use - Benefit management capabilities - Integration type <ul style="list-style-type: none"> - Real-time <ul style="list-style-type: none"> - Web services; bidirectional? - Batch <ul style="list-style-type: none"> - File transfer methods - Encryption protocols - Data file exchanges 			AM/IT/Customer IT

Red Tasks = Key Milestones

Sample Implementation Plan

ID	Task Name	Start	Finish	Assignment
Implementation Items cont'd				
Reporting		Mon 5/18/18	Tue 12/8/18	
74	Determine any reporting needs for Customer	Mon 5/25/18	Mon 5/25/18	AM/PS/PA/Claims/MU
Premium and ASO Fee Billing Process				
75	Facilitate conference call with the Customer/Broker/Partner to discuss premium billing and payment options and discuss divisional structure, discuss on-line e-billing and ACH payment. If self-administration, establish reporting requirements, timing and provide necessary training to the account including suggested formats for submitting detailed lives and volumes with payments.	Thu 6/18/18	Fri 6/19/18	AM/PA
76	Finalize divisional structure for billing including contacts for premium and fee remittance and document plan grids	Fri 7/3/18	Fri 7/3/18	Customer/Broker/Partner/AM/PA
Banking - Check Cutting for ASO Customers		Thu 5/28/18	Thu 8/13/18	
77	Provide Customer/Broker/Partner with a description of the funding options available and outline of the process for funding and check cutting	Thu 5/28/18	Fri 5/29/18	AM/PS/Claims
78	Facilitate conference call with Customer/Broker/Partner to review all banking procedures, funding options and reports	Fri 6/19/18	Mon 6/22/18	AM/PS/Claims
79	Document plan grid with final banking/funding procedures for the Customer/Broker/Partner	Wed 6/24/18	Thu 6/25/18	AM
80	Customer established funding account	Tue 8/4/18	Wed 8/5/18	Customer
81	Verify funding accounts have been established and are ready to go live	Thu 8/13/18	Fri 8/14/18	AM/Customer/Broker/Partner
Systems Work Begins				
Policy(s) and Certificate(s) Finalization		Thu 6/4/18	Wed 8/12/18	
82	Hold Service Team meeting to review submission material and confirm timeframe for producing policies and certificates	Thu 7/2/18	Thu 7/2/18	AM/PS
83	Systems are coded to reflect agreed upon plan grids/master application/final proposal/billing structure	Fri 7/3/18	Thu 7/9/18	PS
84	Census are auto loaded or applications processed in system			PS
85	Systems work completed for policies, certificates, and any other required documents	Thu 7/9/18	Thu 7/9/18	PS
86	Produce policies, certificates, and other required documents	Thu 6/4/18	Thu 6/11/18	PS
87	Proof agreement(s)	Thu 6/11/18	Thu 6/11/18	AM/PS
88	Send agreement(s) to Customer/Broker/Partner for review and first billing if required	Thu 6/11/18	Thu 6/11/18	AM/PS
89	Customer/Broker/Partner reviews and forwards their comments or requested revisions to USAL for review	Fri 7/3/18	Fri 7/3/18	Customer/Broker/Partner
90	Hold conference call with Customer/Broker/Partner to discuss requested revisions	Mon 7/13/18	Mon 7/13/18	AM/PS/Customer/Broker/Partner
91	Revise agreements with Customer/Broker/Partner's requested revisions and produce final agreement	Tue 7/14/09	Mon 7/27/18	AM/PS
92	Send final agreement to Customer/Broker/Partner electronically with administration kit and first billing	Thu 7/30/18	Thu 7/30/18	AM/PS
Post System Work				
Welcome Call Campaign		Mon 5/18/18	Thu 7/16/18	
93	Review with Customer/Broker/Partner to determine who should have access	Thu 7/16/18	Thu 7/16/18	AM/Customer Service (CS)/Customer/Broker/Partner
94	Register Customer/Broker/Partner for Accessable Services	Mon 5/18/18	Mon 5/18/18	AM/CS/Customer/Broker/Partner
95	Walk Customer/Broker/Partner through training session with registered users to review on-line services	Tue 5/19/18	Tue 5/19/18	AM/CS/Customer/Broker/Partner
Red Tasks = Key Milestones				

Sample Implementation Plan

ID	Task Name	Start	Finish	Assignment
Post Implementation				
96	Remit premium with bill(s)	Fri 1/1/19	Fri 1/1/19	Customer
97	Receipt of first month's premium, review for appropriateness and post	Fri 1/1/19	Fri 1/1/19	PA
Post Effective Date Activities				
98	Hold internal meeting to discuss remaining tasks for the implementation	Mon 1/11/19	Mon 1/11/19	AM
99	Facilitate First Post Implementation call with Customer/Broker/Partner	Mon 1/18/19	Mon 1/18/19	AM/PS/PA/UW/Sales
100	Produce Implementation Summary document for distribution to the Customer/Broker/Partner	Tue 1/19/19	Tue 1/19/19	AM
101	Forward Implementation Summary document to the Customer/Broker/Partner	Tue 1/19/19	Tue 1/19/19	AM
102	If appropriate, conduct 3 month and 6 month anniversary review with USAL internal team	Mon 6/7/19	Mon 6/7/19	AM/PS/PA/UW/Sales
103	Send Implementation Survey to Customer/Broker/Partner	Mon 6/7/19	Mon 6/7/19	AM/PS/PA/UW/Sales
Notes:				
	For 1000+ cases identify and introduce Executive Sponsor			
Red Tasks = Key Milestones Page 5				

Standard Instructions to Vendors
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

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

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

A. Responsiveness Criteria:

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

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

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

1. Lobbyist Registration Requirement Certification

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

2. Addenda

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

B. Responsibility Criteria:

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

The Selection or Evaluation Committee will recommend to the awarding authority a determination of

a Vendor's responsibility. At any time prior to award, the awarding authority may find that a Vendor is not responsible to receive a particular award.

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

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

1. **Litigation History**

- a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- b. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.
- d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. **Financial Information**

- a. All Vendors are required to provide the Vendor's financial statements at the time of submittal

in order to demonstrate the Vendor's financial capabilities.

- b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financial statements will be in the form of:
 - i. Balance sheets, income statements and annual reports; or
 - ii. Tax returns; or
 - iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Florida Statutes Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

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

3. Authority to Conduct Business in Florida

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

submission to this solicitation may be deemed non-responsible.

- g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. **Affiliated Entities of the Principal(s)**

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

5. **Insurance Requirements**

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

C. **Additional Information and Certifications**

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

1. **Vendor Questionnaire**

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

2. **Standard Certifications**

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

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

3. **Subcontractors/Subconsultants/Suppliers Requirement**

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

D. Standard Agreement Language Requirements

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

E. Evaluation Criteria

1. The Selection or Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Vendor has a continuing obligation to inform the County in writing of any material changes to the information it has previously submitted. The County reserves the right to request additional information from Vendor at any time.
3. For Request for Proposals, the following shall apply:
 - a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.
 - b. The Evaluation Criteria identifies points available; a total of 100 points is available.
 - c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
$$\frac{\text{(Lowest Proposed Price/Vendor's Price)}}{\text{Maximum Number of Points for Price}} = \text{Price Score}$$
 - d. After completion of scoring, the County may negotiate pricing as in its best interest.
4. For Requests for Letters of Interest or Request for Qualifications, the following shall apply:
 - a. The Selection or Evaluation Committee will create a short list of the most qualified firms.
 - b. The Selection or Evaluation Committee will either:

- i. Rank shortlisted firms; or
- ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

F. Demonstrations

If applicable, as indicated in Special Instructions to Vendors, Vendors will be required to demonstrate the nature of their offered solution. After receipt of submittals, all Vendors will receive a description of, and arrangements for, the desired demonstration. In accordance with Section 286.0113 of the Florida Statutes and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the vendor team and County staff.

G. Presentations

Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Selection or Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, presentations during Selection or Evaluation Committee Meetings are closed. Only the Selection or Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the Meeting Room during the presentation and subsequent question and answer period.

H. Public Art and Design Program

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

I. Committee Appointment

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

J. Committee Questions, Request for Clarifications, Additional Information

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

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

K. Vendor Questions

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

L. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response, unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.
2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential", and marked with the specific statute and subsection asserting exemption from Public Records.
3. To submit confidential material, three hardcopies must be submitted in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

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

4. Material will not be treated as confidential if the Vendor does not cite the applicable Florida Statute (s) allowing the document to be treated as confidential.
5. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions, the Vendor's claim for confidentiality will be deemed as waived.
6. Submitting confidential material may impact full discussion of your submittal by the Selection or Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

M. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to make copies (including electronic copies) as reasonably necessary for the use by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

N. State and Local Preferences

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

O. Local Preference

Except where otherwise prohibited by federal or state law or other funding source restrictions, a local Vendor whose submittal is within 5% of the highest total ranked Vendor outside of the preference area will become the Vendor with whom the County will proceed with negotiations for a

final contract. Refer to **Local Vendor Certification Form (Preference and Tiebreaker)** for further information.

P. Tiebreaker Criteria

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

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

Q. Posting of Solicitation Results and Recommendations

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

R. Review and Evaluation of Responses

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

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

S. Vendor Protest

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

1. Any protest concerning the solicitation or other solicitation specifications or requirements must be made and received by the County within seven business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.

2. Any protest concerning a solicitation or proposed award above the award authority of the Director of Purchasing, after the RLI or RFP opening, shall be submitted in writing and received by the Director of Purchasing within five business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
3. Any actual or prospective Vendor who has a substantial interest in and is aggrieved in connection with the proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award for Invitation to Bids or the final recommendation of ranking for Request for Letters of Interest and Request for Proposals on the Purchasing Division's website.
4. For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a proposed contract award shall be a waiver of the Vendor's right to protest.
5. As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee in accordance with the table below.

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

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

T. Right of Appeal

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

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

U. Rejection of Responses

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

V. Negotiations

The County intends to conduct the first negotiation meeting no later than two weeks after approval of the final ranking as recommended by the Selection or Evaluation Committee. At least one of the representatives for the Vendor participating in negotiations with the County must be authorized to bind the Vendor. In the event that the negotiations are not successful within a reasonable timeframe (notification will be provided to the Vendor) an impasse will be declared and negotiations with the first-ranked Vendor will cease. Negotiations will begin with the next ranked Vendor, etc. until such time that all requirements of Broward County Procurement Code have been met. In accordance with Section 286.0113 of the Florida Statutes and the direction of the Broward County Board of Commissioners, negotiations resulting from Selection or Evaluation Committee Meetings are closed. Only County staff and the selected vendor and their team will be present during negotiations.

W. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit a response for ANY Broward County solicitation. **DO NOT INCLUDE** any personal information data in any document submitted to the County. If any personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.
2. **Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync.** It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation.
3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.
4. Vendor must view, submit, and/or accept each of the documents in BidSync. Web-fillable forms can be filled out and submitted through BidSync.
5. After all documents are viewed, submitted, and/or accepted in BidSync, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financials Statements) in the Item Response Form in BidSync, under line one (regardless if pricing requested).
6. Vendor should upload responses to Evaluation Criteria in Microsoft Word or Excel format.
7. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.
8. After all files are uploaded, Vendor must submit and **CONFIRM** its offer (by entering password) for offer to be received through BidSync.

9. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

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

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

STANDARD CERTIFICATIONS

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

Vendor should complete and acknowledge the standard certifications and submit with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect Vendor's evaluation. It is imperative that the person completing the standard certifications be knowledgeable about the proposing Vendor's business and operations.

Cone of Silence Requirement Certification:

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

The Vendor hereby certifies that: (check each box)

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

Drug-Free Workplace Requirements Certification:

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

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The offeror's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement

required by subparagraph 1;

4. Notifying all employees, in writing, of the statement required by subparagraph 1, that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
5. Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision 4.b above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph 4 of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1 through 6.

The Vendor hereby certifies that: (check box)

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

Non-Collusion Certification:

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

The Vendor hereby certifies that: (select one)

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

conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION FORM

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

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

The Vendor hereby certifies that: (select one)

- It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.

- It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

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

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Authorized Signature/Name: Jim Casey Date: 11/7/2019

Title: CEO & President

Vendor Name: USAbLe Life

DOMESTIC PARTNERSHIP ACT CERTIFICATION FORM (REQUIREMENT AND TIEBREAKER)

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

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

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

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

Jim Casey
Authorized Signature/Name

CEO & President
Title

USable Life
Vendor Name

11/7/2019
Date

**Procurement Preferences for
Broward County Small Business Enterprises and County Business Enterprises**

This form should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with Broward County Ordinance, Section 1.81, non-reserved solicitations (for SBE's or CBE's) and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

For Invitations to Bid and Quotation Requests:

If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) firm, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE firm (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE firm shall be recommended for award.

For Request for Proposals:

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the firm is a currently certified Broward County SBE and/or CBE firm. If the firm does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD [Certified Firm Directory](#). Vendor must be certified at time of solicitation opening (due date).

This form does not substitute for certification or application for certification.

- Firm is a Broward County certified Small Business Enterprise (SBE)
- Firm is a Broward County certified County Business Enterprise (CBE)
- Firm is not a Broward County certified Small Business Enterprise (SBE) or County Business Enterprise (CBE).

USAble Life

Vendor Name

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

Supplier: Florida Combined Life

LITIGATION HISTORY FORM

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

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

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

Vendor Name: USable Life

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM

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

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

The Vendor hereby certifies that: (select one)

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

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Principal's Name:

Names of Affiliated Entities:

Authorized Signature Name: **Jim Casey**

Title: **CEO & President**

Vendor Name: **USAbLe Life**

Date: **11/7/2019**

AGREEMENT EXCEPTION FORM

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

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

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

Term or Condition Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change
Pre-Existing Conditions	Assume full risk on the Plan effective date for all lives (County) that are insured by the current carrier as of June 30, 2020 with "no actively at work" exclusion (no loss/no gain), pre-existing exclusions or waiting period.	Pre-existing conditions limit will apply as well as the eligibility and benefit waiting period and being actively at work is required (this is in the current contract).
Actively at Work	Pre-existing conditions limit will apply as well as the eligibility and benefit waiting period and being actively at work is required (this is in the current contract).	Pre-existing conditions limit will apply as well as the eligibility and benefit waiting period and being actively at work is required (this is in the current contract).
Piggy-back	Any entity that piggy-backs on the County's Long Term Disability agreement awarded from this RFP will enter into their own, separate agreement with the chosen insurance provider.	Broward County BOCC is considered a public account. Services provided to large accounts may or may not be available to other customers. USABLE Life will review requests for any services and render a decision based on the risk profile of each individual policyholder. The services provided to Broward County BOCC are only approved for those who meet the eligibility of the Broward County contract(s). Individuals who are not eligible for benefits from Broward County BOCC must have a contract with USA

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Vendor Name: USAbLe Life

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

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

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The offeror's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

Jim Casey
AUTHORIZED SIGNATURE/ NAME

CEO & President
TITLE

11/7/2019
DATE

VOLUME OF PREVIOUS WORK ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to provide timely may affect the Vendor's evaluation.

This completed form MUST be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

Points assigned for Volume of Previous Work will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract's CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date.

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

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.	none	none	none		0	0
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total **0** **0**

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes No

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

Vendor Name: USAbLe Life

Jim Casey
Authorized Signature/Name

CEO & President
Title

11/7/2019
Date

VOLUME OF PREVIOUS WORK ATTESTATION JOINT VENTURE FORM

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

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture. Points assigned for Volume of Previous Work will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

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

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
1.	none	none	none		0	0	0
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand Total **0** **0**

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

Vendor Name: USAbLe Life

Jim Casey
Authorized Signature/Name

CEO & President
Title

11/7/2019
Date

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

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

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

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

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

Check one of the following:

- The Vendor certifies that it has a principal place of business location (also known as the nerve center) within Broward County, as documented in Florida Department of State Division of Corporations (Sunbiz), and attests to the following statements:

1. Vendor's address listed in its submittal is its principal place of business as defined by Broward County;
2. Vendor's "Principal Address" listed with the Florida Department of State Division of Corporations is the same as the address listed in its submittal and the address was listed for at least six months prior to the solicitation's opening date. A copy of Florida Department of State Division of Corporations (Sunbiz) is attached as verification.
3. Vendor must be located at the listed "nerve center" address ("Principal Address") for at least six (6) months prior to the solicitation's opening date;
4. Vendor has not merged with another firm within the last six months that is not headquartered in Broward County and is not a wholly owned subsidiary or a holding company of another firm that is not headquartered in Broward County;
5. If awarded a contract, it is the intent of the Vendor to remain at the referenced address for the duration of the contract term, including any renewals, extensions or any approved

interim contracts for the services provided under this contract; and

6. The Vendor understands that if after contract award, the County learns that the attestation was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis exercise any contractual right to terminate the contract. Further any misleading, inaccurate, false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doing business with Broward County as outlined in the Procurement Code, Section 21.119.

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

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

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

Vendor Information:

Vendor Name: **USAbLe Life**

Vendor's address listed in its submittal is:

**4800 Deerwood Campus Parkway
Jacksonville, FL 32246**

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

Jim Casey	CEO & President	USAbLe Life	11/7/2019
Authorized Signature/Name	Title	Vendor Name	Date

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

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

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

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

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

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

Local Business Address: **4800 Deerwood Campus Parkway
Jacksonville, FL 32246**

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

Jim Casey	CEO & President	USABLE Life	11/7/2019
AUTHORIZED SIGNATURE/NAME	TITLE	COMPANY	DATE

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

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

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

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

1. Subcontracted Firm's Name: **Disability RMS**

Subcontracted Firm's Address: **300 Southborough Dr, Ste 200, South Portland, ME 04106**

Subcontracted Firm's Telephone Number: **(207) 766-3844**

Contact Person's Name and Position: **Michael Harvie, AVP, Client Management**

Contact Person's E-Mail Address: **mharvie@disabilityrms.com**

Estimated Subcontract/Supplies Contract Amount: **Charges varies by customer, but typically will not exceed 30% of billed premium.**

Type of Work/Supplies Provided: **LTD claims administration and reinsurance**

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position: