

**Bid Tabulation Packet  
for  
Solicitation GEN2118079P2**

**Group Long Term Disability Insurance (rebid)**

**Bid Designation: Public**



**Broward County Board of County Commissioners**

## Ochs Inc.

Bid Contact **Jessica Grinsteinner**  
**jgrinsteinner@ochsinc.com**  
**Ph 651-665-7958**

Address **Saint Paul, MN 55101**

Bid Notes **If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the BOCC's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
GEN2118079P2--01-01	Total Group Long Term Disability Insurance	<b>Supplier Product Code: Supplier Notes:</b> If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the BOCC's legal counsel. We have found that this process can be completed efficiently and result in a mutually	First Offer - \$730,605.00	1 / lump sum	\$730,605.00	Y Y

agreeable  
contract.

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Supplier Total **\$730,605.00**

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

Attachments

- 1a Disability - Cover Letter.docx
- 1b Disability - Roles and Responsibilities.pdf
- 2a Disability - LTD Plan Design.docx
- 2b Disability - LTD Proposed Rates.xlsx
- 3b Disability - Pricing Worksheet.pdf
- 3c Disability - Vendor Reference Verification Form.pdf
- 3d Disability - Performance Measures.pdf
- 3e Disability - Plan Design Questionnaire.pdf
- 3g Disability - Standard Certifications.pdf
- 3h Disability - Lobbyist Registration Requirement Certification Form.pdf
- 3i Disability - Domestic Partnership Act Certification Form.pdf
- 3j Disability - Affiliated Entities of the Principals Certification Form.pdf
- 3k Disability - Drug-Free Workplace Requirement Certification Form.pdf
- 3l Disability - Volume of Previous Work Attestation Form.pdf
- 3m Disability - Volume of Previous Work Attestation Joint Venture Form.pdf
- 3n Disability - Agreement Exception Form.pdf
- 3o Disability - Litigation History Form.pdf
- 3p Disability - Subcontractors Requirement Form.pdf
- 3q Disability - RFP Location Attestation Form.pdf
- 3r Disability - RFP Local Preference and Tie Breaker Certification Form.pdf
- 3s Disability - Evaluation Criteria Response Form.pdf
- 3t Disability - Procurement Preferences SBE.pdf
- 4a Disability - Response to Terms and Conditions.docx
- 4b Disability - Statement of Qualifications.docx
- 4c Disability - Implementation Timeline.docx
- 4d Disability - Performance Guarantees.doc
- 4e Disability - Service.docx
- 4f Disability - Amy Pals Bio.docx
- 4g Disability - Jess Grinsteinner Bio.doc
- 4h Disability - Certificate of Authority.pdf
- 4i Disability - MNL 2017 Annual Statement.pdf
- 4j Disability - MNL 2018 Annual Statement.pdf
- 4k Disability - MNL AM Best Rating 2018.pdf
- 4l Disability - MNL Corporate Insurance.pdf
- 4m Disability - MNL Financials 2018.pdf
- 4n Disability - City of Charlottesville Survey.pdf
- 4o Disability - Gulf Coast Community Services Association Survey.pdf
- 4p Disability - Owens Community College Survey.pdf
- 5a Disability - EAP and Value Added Benefits.pdf
- 5b Disability - OnLine Value Adds.pdf
- 5c Disability - Claims.pdf

5d Disability - Definitions.pdf

5e Disability - Who is Madison National Life.pdf

3a Disability - Project Specific Vendor Questionnaire.pdf

3f Disability - Addendum Acknowledgment.pdf

November 8, 2019

Broward County BOCC  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

Re: Solicitation GEN2118079P2

On behalf of **Ochs** and **Madison National Life Insurance Company, Inc.**, we are pleased to present our proposal for Disability Insurance. Ochs specializes in working with public employers and meeting their group insurance needs. Serving as the main point of contact, Ochs simplifies both the initial implementation and ongoing administration process for clients.

**Proposed financial savings** (see the Proposed Rates document for complete details)

- **\$312,834** - estimated total annual premium **savings**
- **Long Term Disability** – 30% reduction to current rates

Our focus is on making the lives of clients easier and the lives of employees more financially secure. We do this with a reputation of exceptional service and from a position of strength in the industry. Thank you for your consideration and please reach out to me with any questions you may have.

Sincerely,



Jessica Grinsteinner, Sales Representative  
P: 1-800-392-7295 E: jgrinsteinner@ochsinc.com

# ROLES AND RESPONSIBILITIES

Working together to offer comprehensive, innovative and customized employee benefit plans.

## PUBLIC EMPLOYER

Selects And Endorses Ideal Benefit Plans For Employees

- Promotes benefits education and enrollment
- Works with Ochs as main point of contact



- **BRINGS** the the insurance carrier and resources together
- **DELIVERS** product, pricing and rate stability advantages
- **PROVIDES** exceptional and streamlined client service

- **SERVES** as main point of contact for clients and benefit advisors
- **OFFERS** day-to-day customer service and problem resolution
- **CREATES** customized marketing and communications

### MADISON NATIONAL Disability Insurance

- Contracts and Certificates
- Authorized Signatures
- Claims adjudication

Disability Insurance is issued by Madison National Life Insurance Company, Inc. and is solely responsible for the financial obligations under the policies or contracts it issues. National Insurance Services provides some administrative services for products issued by Madison National Life Insurance Company, Inc.

Ochs, Inc., A Securian Financial Company • ochs@ochsinc.com • 651-665-3789 • 1-800-392-7295 • www.ochsinc.com

Rev. 03-2019



**Broward County Board of County Commissioners**

**Group Long Term Disability Insurance  
PLAN DESIGN**

**Date:** November 8, 2019  
**Presented by:** Ochs, Inc., A Securian Company  
**Underwritten by:** Madison National Life Insurance Company, Inc.



**TABLE OF CONTENTS**

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## PLAN DETAILS

### Group Long Term Disability

Summary	Definition
<b>Effective Date</b>	<b>January 01, 2020</b>
<b>Class Definitions</b>	<b>Class 01:</b> Elected officials, administrators, executive managers or professional employees whose job is classified as exempt under the Fair Labor Standards Act <b>Class 02:</b> All other Members
<b>Eligibility Requirements</b>	<b>20 hours per week</b>
<b>Funding</b>	<b>0% Employer Paid</b>

## LONG TERM DISABILITY

### Plan Design Description

Summary	Definition
<b>LTD Benefit</b>	60%
<b>Guarantee Issue</b>	\$6,000
<b>Maximum Monthly Covered Salary</b>	\$10,000
<b>Maximum Monthly Benefit</b>	\$6,000
<b>Minimum Monthly Benefit</b>	\$100
<b>Continuity of Coverage</b>	Included
<b>Subrogation</b>	Included
<b>Elimination Period</b>	90 consecutive calendar days
<b>Maximum Benefit Period</b>	To age 65, 12 month minimum
<b>Own Occupation Period</b>	Class 01: 60 months including the Elimination Period Class 02: 24 months following the end of the Elimination Period
<b>Definition of Disability</b>	Zero Day; Partial Disability from Date of Disability
<b>Own Occ / Any Occ Earnings Threshold</b>	80%/60% of Predisability earnings
<b>Work Incentive</b>	First 12 months of Disability with Work Earnings
<b>Calculation Method</b>	Direct Offset
<b>Freeze</b>	General Freeze
<b>Integration with State Plan</b>	Yes
<b>Require Application for State Plan</b>	Yes
<b>Mental Disorder Limitation</b>	24 months Lifetime unless hospital confined
<b>Substance Abuse Limitation</b>	Same as Mental Disorder Limitation
<b>Other Income Integration</b>	Social Security – Full Family Sick Pay plus Disability up to 100% Predisability Earnings State Plan – Direct Offset Worker's Compensation – Direct Offset
<b>Cumulative Elimination Period</b>	90 Calendar Days
<b>Pre-Existing Condition Exclusion</b>	3 months/12 months
<b>Minimum Participation</b>	0%
<b>Leave of Absence Coverage</b>	FMLA; Temporary or indefinite administrative or involuntary leave of absence or sick leave: 90 days;

<b>Reasonable Accommodation Expense Benefit</b>	Applies
<b>Rehabilitation</b>	Applies
<b>Survivor Benefit</b>	3 x Gross Monthly Benefit
<b>Enrollment Period</b>	One-time, 31-day open enrollment period for employees to enroll without Evidence of Insurability. 3 month/12 month pre-existing condition exclusion will apply. Prior declines and incomplete applications will require Evidence of Insurability.

## **SERVICES INCLUDED**

### **Waiver of Premium Payment**

When a disabled employee begins drawing benefits, all further insurance premium payments for that individual will be waived during disability.

### **Flexible Billing**

Self-bill and list-bill options are available. Payments can be made on a monthly basis by multiplying the total covered payroll for the month by the rate indicated on this proposal.

### **Claims Management**

Madison National Life understands that a disability may not only be stressful for an employee and his or her family, but also for the employer. So, even though it's not part of an insurance policy, we believe part of our job is to reduce the stress associated with a disabling illness or injury. In coordination with our carrier partners, we employ the following methods for handling claims and assisting a successful return-to-work.

- › One point of contact – most groups assigned one claim specialist
- › Expedited answers – most calls returned in 24 hours or less
- › Rehabilitation intervention – vocational and site-modification programs
- › Patient advocacy – helps restore patient's outlook and manage disability
- › Social Security and State Disability plan assistance
- › Contact with claimant at certain milestones depending upon illness or injury

### **Claim payment method**

School groups may choose to have benefits paid on a daily compensation basis. If elected, teachers and other "contract day" employees will have their annual pay divided by the number of contract working days to determine a daily benefit. For "non-contract day" employees, the claimant's annual pay will be divided by the number of months which is closest to his or her actual work year.

### **FICA Tax Savings**

Madison National Life Insurance will pay the employer's portion of FICA withholding and release the employer from 941 and W-2 reporting requirements. MNL does not require reimbursement from the employer.

## KEY DEFINITIONS AND PROVISIONS

### Employee Eligibility

To be eligible for insurance, the Candidate must be an Employee who works for the Employer as a member of an Eligible Class who is reported on the Employer's records for Social Security and tax withholding purposes. He or she must be a citizen or legal resident of the United States or Canada, and must reside in the United States or Canada. The Candidate must be Actively at Work and capable of sustained Active Work on the effective date of his/her coverage and must be meeting the Minimum Hour Requirement. The Candidate cannot be a full-time member of the armed forces of any country, leased employee or independent contractor and must satisfy his/her Waiting Period.

### When LTD Benefits End

An Insured Person's LTD Benefits end automatically on the earliest of the following:

- The date he or she is no longer Disabled;
- The date his or her Maximum Benefit Period ends;
- The date he or she dies;
- The date he or she becomes eligible for coverage under any other group LTD plan obtained through employment;
- The date he or she fails to provide satisfactory objective medical evidence of continued Disability;
- The date he or she fails to comply with the Insurer's request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of the Insurer's choice;
- The date he or she refuses to accept an accommodated position, offered by the Employer, which he or she is able to perform, whether it is in the Insured Person's Own Occupation or Any Occupation;
- The date at which he or she has resided outside of the United States or Canada for 6 months;
- The date that he or she is confined in a penal or correctional institution or under house arrest;
- The date that he or she fails to comply with any requirements set forth in Section XIX, Responsibilities of Disabled Insureds.
- The date that he or she is able to work and earn the amount noted in the Earnings Threshold (outlined in the Plan Details section of this Proposal), but chooses not to.

### Maximum Benefit Period

#### Classes 01, 02:

Age at Disablement	Benefit Duration
61 or younger	To Age 65, or 3 years and 6 months, if longer
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 and over	1 year

## Income That Reduces Disability Payments

Disability income from the Social Security Administration, any State Disability Plan and other deductible sources of income will be deducted from the insured's income for purposes of calculating benefits unless otherwise stated in the Plan Details section of this proposal. After the first deduction for Social Security benefits, the monthly benefit will not be further reduced due to any cost of living increase payable under Social Security benefits.

If the insured is eligible for Social Security Disability benefits, but chooses instead to receive Social Security Retirement benefits, this plan will estimate the amount of the eligible Social Security Disability benefit and reduce the gross Long-Term Disability benefit with the estimated amount.

## Income That Does Not Reduce Disability Payments

This policy will not deduct individual disability insurance benefits, accelerated benefits under a life insurance policy, group credit or mortgage disability insurance benefits, or deferred compensation from the insured's income for the purpose of calculating benefits. Also, the insured's benefit payments will not be reduced by income earned through an occupation held in addition to the own occupation prior to becoming disabled, unless that income exceeds the amount earned immediately prior to disablement

## Definition of Disability

Disability or Disabled means that during the Elimination Period and the Own Occupation Period the Insured is, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse or Pregnancy, unable to perform one or more of the Material Duties of his or her Own Occupation, and, due to such inability, their Work Earnings are less than 80% of their Indexed Predisability Earnings, and he or she is incapable of earning 80% or more of their Indexed Predisability Earnings.

After the Own Occupation Period ends, Disability and Disabled means the Insured is, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse or Pregnancy, unable to perform one or more of the Material Duties of Any Occupation, and, due to such inability, their Work Earnings are less than 60% of their Indexed Predisability Earnings, and he or she is incapable of earning 60% or more of their Indexed Predisability Earnings.

## Exclusions

Disabilities which are caused by or which the following contributed to are not covered by this plan:

- › War or any act of war, declared or undeclared
- › Active participation in a violent disorder or riot
- › Commission of, or attempt to commit, any crime or while engaging in an illegal activity
- › Intentionally self-inflicted injury or attempted suicide
- › During military leave in the armed forces of any state or country
- › No disability benefits will be paid while confined in a penal/correctional institution or under house arrest

## Pre-Existing Conditions

The Insured is not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless he/she has been continuously insured under the Group Policy for at least 12 months and has been Actively at Work for at least one full day after the end of that 12 months.

If the Insured is not covered for a Disability because of the Pre-existing Condition exclusion for his/her current LTD coverage, he/she is not covered for that same Disability for any LTD coverage increase because of an Eligible Class or Group Policy change.

**Pre-existing Condition** means a mental or physical condition whether or not diagnosed or misdiagnosed for which the Insured has consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during the 3 months period just before the effective date of the Insured's insurance under the Group Policy or the effective date of the LTD coverage increase.

## Limitations

**Mental Disorders and Substance Abuse.** LTD Benefit payments based on a Mental Disorder or Substance Abuse are limited to 24 months during the Insured's lifetime. This is not a separate maximum for each such condition, or for each period of Disability, but a combined lifetime maximum for all periods of Disability and for Mental Disorders or Substance Abuse, either separate or combined.

If Disability is caused by Substance Abuse, the Insured must be participating in an available rehabilitative program recommended by a Physician. An available rehabilitative program is a Substance Abuse program available to the Insured through either: (i) another group plan of the employer (such as an Employee Assistance Program or Medical Plan); or (ii) services generally available to the public through local community services at no or minimal cost to the Insured. Except as otherwise provided for below, LTD benefits will not be made beyond the earlier of the following:

- › the date on which LTD Benefits have been paid for the maximum duration specified in subsections A1 and A3 or under the Maximum Benefit Period;
- › the date the Insured are no longer participating in the rehabilitative program;
- › the date the Insured refuses to participate in an available rehabilitative program; or
- › the date the Insured completes the rehabilitative program.

If at the end of that 24 month period, the Insured is confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders or Substance Abuse, for at least one day immediately following that 24 month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.

**Foreign Residency.** Payment of LTD Benefits is limited to 6 months for each period of continuous Disability while the Insured resides outside of the United States or Canada.

**Payment Limit.** In no event will the LTD Benefit plus Deductible Income plus Work Earnings exceed 100% of Predisability Earnings. In the event the Insured's LTD Benefit plus Deductible Income plus Work Earnings exceeds 100% of Predisability Earnings, the LTD Benefit will be reduced by the amount in excess of 100% of Predisability Earnings, subject to the Minimum Monthly Benefit.

**This proposal is a brief description of Long Term Disability insurance for informational purposes only and is subject to the definitions, limitations, and exclusions as provided in the Group Long Term Disability insurance policy GLDI-P200-(12/06) or Certificate GLDI-C200-(12/06). For a copy of these documents, please ask your sales representative.**



**Broward County Board of County Commissioners  
LTD PROPOSED RATES**

Coverage	Number of Lives	Annual Covered Payroll	Rate per \$100 of covered payroll		Proposed Annual Premium
			Age	Rate	
Long Term Disability	2,580	\$150,278,016	0 - 39	\$0.154	\$730,605
			40 - 49	\$0.280	
			50 - 59	\$0.560	
			60 - 64	\$0.781	
			65 - 99	\$0.941	

**Rate Guarantee: 36 months**

**Total Annual Premium**

**\$730,605**

**0% minimum participation requirement will apply as requested in the RFP.**

**Madison National Life will include a one-time, 31 day open enrollment at takeover: EOI isn't required, the 3/12 pre ex will apply, prior declines and incomplete apps will need Evidence of Insurability.**

## Pricing Worksheet

### Group Long Term Disability Insurance (GEN2118079P2)

Employee Age on last January 1st	# Enrolled (Estimated for pricing exercise; will not match actual census)	Estimated In Force Volume (Estimated for pricing exercise; will not match actual census)	MONTHLY Rate per \$100	MONTHLY Premium (Estimated In Force Volume x MONTHLY Rate/\$100)
Under 40	519	\$2,154,600.00	\$0.154	\$3,318.08
40-49	666	\$3,248,200.00	\$0.280	\$9,094.96
50-59	994	\$5,028,000.00	\$0.560	\$28,156.80
60-64	363	\$1,925,500.00	\$0.781	\$15,038.16
65+	121	\$597,000.00	\$0.941	\$5,617.77
<b>TOTAL LONG TERM DISABILITY INSURANCE 2 YEAR COST</b>				<b>Annual Cost: \$734,709.24</b> <b>2 Year Cost: \$1,465,418.48</b>

### **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.

#### **References**

Broward County Clerk of Courts

Contact: Linda Agnew

Address: 201 S.E. 6th Street, Fort Lauderdale, FL 33301

Email: [lagnew@browardclerk.org](mailto:lagnew@browardclerk.org)

Phone: 954-831-6243

Number of lives: 844

City of Knoxville

Contact: Katie Tanner

Address: 400 W Main Street Suite 566, Knoxville, TN 37901

Email: [katanner@knoxvilletn.gov](mailto:katanner@knoxvilletn.gov)

Phone: (865) 215-3279

Number of Lives: 1,471

Central New Mexico Community College

Contact: Rene Yoder

Address: 525 Buena Vista Drive NE, Albuquerque, NM 87106

Email: [Ryoder4@cnm.edu](mailto:Ryoder4@cnm.edu)

Phone: 505-224-4649

Number of Lives: 1,675



Vendor Reference Verification Form

Broward County Solicitation No. and Title:

Out of respect for the privacy and time of our clients, we are unable to distribute these surveys to our clients. We perform our own surveys on an annual basis, please see the included surveys for City of Charlottesville, Gulf Coast Community Services Association, and Owens Community College.

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: to Project Amount:

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:

All information provided to Broward County is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the

## Performance Measures

### Group Long Term Disability Insurance

<b>Proposer's Name:</b>	<b>Madison National Life Insurance Company, Inc.</b>
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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
<b>1</b>	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?			0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	<b>No, initial certificates will be sent within six weeks of receipt of all necessary information.</b>	<b>\$1,500 at risk annually</b>

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	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

**Performance Measures**  
Group Long Term Disability Insurance

<b>2</b>	<p><b>Implementation Commitment:</b> 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"> <li>• Time parameters</li> <li>• Pertinent steps</li> <li>• Agreed upon timeframes for each step</li> <li>• Plan adjustments made from time to time as mutually agreed upon by Policyholder and Vendor</li> </ul> <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>	<b>No</b>	<p><b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b></p>	<p>0.25% of cumulative total sum of premiums paid during the applicable Contract Year.</p>	<b>No</b>	<p><b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b></p>
<b>3</b>	<p><b>Speed to Answer calls:</b> 90% of incoming calls will be answered by customer service within 35 seconds. (Measured and reported quarterly)</p>	<b>No</b>	<p><b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b></p>	<p>0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.</p>	<b>No</b>	<p><b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b></p>

**Performance Measures**  
Group Long Term Disability Insurance

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	<b>Performance Measure</b>	<b>Agree to Measure: Yes/No</b>	<b>If No, Propose Acceptable Performance for Measure:</b>	<b>Proposed Deduction</b>	<b>Agree to Deduction: Yes/No</b>	<b>If No, Propose Deduction for Measure</b>
<b>4</b>	<b>Abandonment Rate:</b> 95% of all telephone calls in queue will connect to a customer service representative. (Measured and reported quarterly)	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>	0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>
<b>5</b>	<b>Open Enrollment Meetings:</b> 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)	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>	0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>

**Performance Measures**  
Group Long Term Disability Insurance

<b>6</b>	<b>Reporting:</b> Provide 100% of quarterly and annual reports within forty-five (45) days after the close of the reporting period. (Measured and reported quarterly)	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>	0.50% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>
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	<b>Performance Measure</b>	<b>Agree to Measure: Yes/No</b>	<b>If No, Propose Acceptable Performance for Measure:</b>	<b>Proposed Deduction</b>	<b>Agree to Deduction: Yes/No</b>	<b>If No, Propose Deduction for Measure</b>
<b>7</b>	<b>Service Meetings:</b> Semiannual meetings will be prescheduled to review plan performance and service delivery. (Measured and reported semiannually.)	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>	0.25% of cumulative total sum of premiums paid during the applicable Contract Year, semiannually.	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>
<b>8</b>	<b>Renewal Notification:</b> 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)	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>	0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>



**Performance Measures**  
Group Long Term Disability Insurance

<b>9</b>	<b>Claims Processing Standards:</b> 95% of error-free claims (in-network and out-of-network) will be processed within 30 days of receipt. (Measured and reported quarterly)	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>	0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>
<b>10</b>	<b>Claim Financial Accuracy:</b> Financial accuracy standard will be 95% of COUNTY specific claims. (Measured and reported annually)	<b>No</b>	<b>There will be 96% accuracy of total dollars paid on all audited claims (minimum sample of 10 claims).</b>	0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	<b>No</b>	<b>\$1,500 at risk annually</b>

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	<b>Performance Measure</b>	<b>Agree to Measure: Yes/No</b>	<b>If No, Propose Acceptable Performance for Measure:</b>	<b>Proposed Deduction</b>	<b>Agree to Deduction: Yes/No</b>	<b>If No, Propose Deduction for Measure</b>
<b>11</b>	<b>Client Annual Satisfaction:</b> 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) <b>SEE SAMPLE BELOW</b>	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>	0.50% of cumulative total sum of premiums paid during the applicable Contract Year.	<b>No</b>	<b>Please see the attached “Performance Guarantees” document for information on our proposed Performance Guarantees.</b>

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

## Performance Measures

### Group Long Term Disability Insurance

**SAMPLE - Annual Satisfaction Assessment Tool**

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

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

	<b>Long Term Disability Insurance Benefits</b>	<b>Response:</b>
1.	Long Term Disability Benefit: <b>XX</b> % of the first \$ <b>XX</b> of Predisability Earnings, reduced by income.	%: <b>60</b> \$: <b>10,000</b>
2.	Long Term Disability Benefit Maximum before reduction by Deductible Income:	\$: <b>6,000</b>
3.	Long Term Disability Benefit Minimum:	\$: <b>100</b>
4.	Benefit Waiting Period:	<b>90 consecutive calendar days</b>
5.	Maximum Benefit Period:	<b>To age 65, 12 month minimum</b>
6.	Briefly describe Proposer's Evidence of Insurability process.	<b>Madison National Life has a dedicated Medical Underwriting Unit that provides for an efficient review process. Our average turnaround time measured by time elapsed between original receipt and first communication is 3 days. If additional information is required, a participant is given a timeline of 30 days to provide information to us, along with an invitation to extend that timeline by contacting us. A participant is provided clear direction and the telephone number of the Medical Underwriter for any questions.</b>
7.	Does Proposer offer waiver of premium benefits?	<b>Yes, when a disabled employee begins drawing benefits, all further insurance premium payments for that individual will be waived during disability.</b>
8.	Briefly describe Proposer's definition of Disability.	<b>Disability or Disabled means that during the Elimination Period and the Own Occupation Period the Insured is, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse or Pregnancy, unable to perform one or more of the Material Duties of his or her Own Occupation, and, due to such inability, their Work Earnings are less than 80% of their Indexed Predisability Earnings, and he or she is incapable of earning 80% or more of their Indexed Predisability Earnings.</b>
9.	Does Proposer offer a Return to Work Incentive? If so, briefly describe.	<b>Yes, for those claimants who opt to participate in the Rehabilitation provision of the policy, they are able to gradually increase their work tolerance by working part time and slowly increasing hours. This gradual return to work results in a successful outcome for the employer and employee while allowing the employee's income to be secure. We will work with the employer to make sure they are able to accommodate restrictions and limitations and provide adaptive equipment, if necessary. The claimant, employer and physician are all participants in the Rehab program.</b>
10.	Does Proposer offer a Rehabilitation Plan Provision? If so, please state the increased benefit proposed.	<b>Yes, our intent is to match the current plan as closely as possible.</b>

11.	Briefly describe how Predisability Earnings are calculated.	<b>After the first year of Disability, Predisability Earnings are adjusted annually by the rate of increase in the CPI-W. The maximum adjustment in any year is 7%. Index Predisability Earnings will never decrease even if the CPI-W decreases.</b>
12.	Does Proposer offer a Survivors Death Benefit? If so, please describe.	<b>Yes, our proposed Survivor Benefit is three times the insured's Gross Monthly Benefit.</b>
13.	List any disabilities excluded from coverage.	<p><b>Below are disabilities which are caused by or which the following contributed to are not covered by this plan:</b></p> <ul style="list-style-type: none"> <li>› <b>War or any act of war, declared or undeclared</b></li> <li>› <b>Active participation in a violent disorder or riot</b></li> <li>› <b>Commission of, or attempt to commit, any crime or while engaging in an illegal activity</b></li> <li>› <b>Intentionally self-inflicted injury or attempted suicide</b></li> <li>› <b>During military leave in the armed forces of any state or country</b></li> <li>› <b>No disability benefits will be paid while confined in a penal/correctional institution or under house arrest</b></li> </ul>
14.	Does Proposer's plan design list any disabilities subject to limited pay periods? If so, please explain.	<b>Mental Disorders and Substance Abuse are limited to 24 months lifetime unless hospital confined.</b>
15.	Does Proposer offer an electronic claim filing system?	<b>Madison National Life does not currently offer electronic claim filing. Claims must be submitted through the mailing of the 3 claim forms - employee statement, employer statement, and the attending physician's statement. These forms can also be faxed or emailed.</b>
16.	Briefly describe the timeline for receiving notice of a decision on a claim.	<p><b>Madison National Life contacts the claimant within five business days after receipt of claim. A letter is sent to the claimant acknowledging receipt of the claim. Review of the claim information must be completed within five business days and a letter is sent to the claimant indicating if more information is required. Telephonic review of the claim information must be completed within five business days and a letter is sent to the claimant indicating if more information is required. Telephonic interviews may take place during this time with the employer and/or the claimant.</b></p> <p><b>If no additional information is required, the secondary review process is started to assure accuracy. If approved, the letter is sent to the claimant and copied to the employer.</b></p>
17.	Briefly describe, if claim is approved, how/when payments will be received by the member.	<b>Approved claims are paid via mailed check or direct deposit. Claim payments are issued immediately upon approval for those claims where a payment is due. Benefits are issued to cover from the Benefit Begin Date up to the approved Through Date or the date the benefit check is issued, whichever is</b>

		<p>earlier. Benefit checks are issued on a monthly basis for the duration of the claim.</p>
18.	<p>Briefly describe the review procedure for denied claims.</p>	<p><b>All claimants have a right to request a claim review of a denial. Upon request, Madison National Life will provide copies of any document in their possession related to the claim, or of any document relied upon in denying the claim.</b></p> <p><b>To obtain a claim review, claimants must send a written request to Madison National Life within 180 days after s/he has received notice of the denial. No form is required. As a part of the request for review, claimants may identify reasons for support of the claim in writing and provide additional supporting documentation.</b></p> <p><b>The Claims Examiner who handled the claim reviews any new information that comes in with the appeal. If the Claims Examiner determines that the new information would mean that the claim would be approved, the claim is re-opened at that time. If the Claims Examiner determines that the decision would not change (the claim would not be approved with existing information) the claim is then sent to the Appeals unit for an independent review and determination.</b></p> <p><b>Claimants will receive written notice of a decision within 45 days, or within 90 days if special circumstances require an extension. The written decision will include the reasons for the decision and reference to the provisions of the Policy on which the decision was based.</b></p>
19.	<p><b>Informational Only:</b>  <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><b>At no additional cost, our proposal includes an EAP program, Claimant Assist, and Identity Theft Services. We will work with you to provide simplified and stress-free administration. Please see the highlights for these programs below as well as the "EAP and Value Added Benefits" document attached to our proposal for full details.</b></p> <p><b>Employee Assistance Program and Claimant Assist:</b>  -24/7 lines provide employees with solutions that include meeting with a Mental Health Counselor and negotiating Medical Insurance benefits  -Claimant Assist provides three in-person sessions with guidance and counseling services to LTD claimants and immediate family members</p> <p><b>Identity Theft Services:</b>  -Identity Theft Services provides valuable guidance and support if participants or their family members suspect they are being victimized. One call to an Identity Theft Certified Risk Management Specialist will provide assistance with assessing the situation and creating a plan of action to restore their good name.</p>

## 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.

**Public Entities Crimes Certification:**

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

**Scrutinized Companies List Certification:**

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

**If selected as a finalist, Madison National Life’s legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the County’s legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

<i>Diann Thumser</i>	Vice President	11/1/19
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name: **Madison National Life Insurance Company, Inc.**



\* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

**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:

**If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the County's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**

Name of Lobbyist:

Lobbyist's Firm:

Name of Lobbyist:

Lobbyist's Firm:

Phone:

E-mail:

Phone: E-mail:

Authorized Signature/Name:

Date:

Title:

Vendor Name:

## 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).

**If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the County's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**

*Diann Thumser*

**Authorized  
Signature/Name**

**Vice President**

**Title**

**Madison National Life**

**Vendor Name**

**11/1/19**

**Date**

**AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION FORM**

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

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

The Vendor hereby certifies that: (select one)

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

**If selected as a finalist, Madison National Life’s legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the County’s legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**

Principal’s Name:

Names of Affiliated Entities:

Principal’s Name:

Names of Affiliated Entities:

Principal’s Name:

Names of Affiliated Entities:

Authorized Signature Name:

Vendor Name:

Date:

**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).

**If selected as a finalist, Madison National Life’s legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the County’s legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**

*Diann Thumser*  
AUTHORIZED SIGNATURE/ NAME

Vice President  
TITLE

11/1/19  
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 confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor 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.						
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total           

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

Yes  No

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

**If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the County's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**

Vendor Name: Madison National Life Insurance Company Inc.

*Diann Thumser*  
Authorized Signature/Name

Vice President  
Title

11/1/19  
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** 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.	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand Total

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.

**If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the County's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**

Vendor Name:

Authorized Signature/Name

Title

## 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
Standard Instructions to Vendors	If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the Board's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.	If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the Board's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.
Standard Certifications Form	If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the Board's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.	If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the Board's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.

**Vendor Name:** Madison National Life Insurance Company, Inc.

**LITIGATION HISTORY FORM**

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

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

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

Vendor Name: **Madison National Life Insurance Company, Inc.**

**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 noncertified 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: **National Insurance Services of WI, Inc.**

Subcontracted Firm's Address: **250 S Executive Drive #300, Brookfield, WI 53005**

Subcontracted Firm's Telephone Number: **800-392-7295**

Contact Person's Name and Position: **Jess Grinsteinner, Sales Representative**

Contact Person's E-Mail Address: **JGrinsteinner@ochsinc.com**

Estimated Subcontract/Supplies Contract Amount: \$730,605

Type of Work/Supplies Provided: **Premium collection and underwriting services.**

Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

## 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

**If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the County's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**

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

**Vendor Information:**

Vendor Name:

Vendor's address listed in its submittal is:

1241 John Q. Hammons Drive

Madison, WI 53717

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.

<i>Diann Thumser</i>			
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:

**If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the County's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.**

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.

<i>Diann Thumser</i>	Vice President	Madison National Life	11/1/19
<b>AUTHORIZED SIGNATURE/NAME</b>	<b>TITLE</b>	<b>COMPANY</b>	<b>DATE</b>



# 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

<b>RFP/RLI/RFQ Number and Title</b>	<b>GEN2118079P2 - Group Long Term Disability Insurance</b>
<b>Vendor Name</b>	Ochs on behalf of Madison National Life Insurance Company, Inc.
<b>Vendor Address</b>	400 Robert Street North, St. Paul, MN 55101
<b>Evaluation Criteria</b>	<b>Vendor Response</b>
<p><b>LOCATION: (MAXIMUM POINTS 5)</b></p> <p>Refer to Question 1</p> <p>Refer to <b>Vendor's Business Location Attestation Form</b> 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><b>Points Value: 5</b></p>	<p><b>Confirmed, our proposal includes the Business Location Attestation Form.</b></p> <p><b>Madison National Life Insurance Company, Inc. is located at 1241 John Q Hammons Drive, Madison, WI 53717.</b></p> <p><b>Madison National Life does not have a principal place of business location within Broward County.</b></p>
<p><b>COMPANY PROFILE, CHARACTERISTICS OF FIRM AND STAFFING: (MAXIMUM POINTS 12)</b></p> <p>Refer to Questions 2a – 2d</p>	

<p>2a. Provide basic information for the proposing company:</p> <ul style="list-style-type: none"> <li>i. Number of years offering Group Long Term Disability Insurance product;</li> <li>ii. Total number of current employees;</li> <li>iii. Average seniority of current employees;</li> <li>iv. Briefly describe the company's organization, philosophy, management</li> </ul> <p><b>Points Value: 3</b></p>	<ul style="list-style-type: none"> <li>i. <b>Madison National Life has been providing insurance products to employer groups for more than 30 years.</b></li> <li>ii. <b>Approximately 140 individuals.</b></li> <li>iii. <b>Claim examiners have an average of 8+ years of experience. Team leaders average 10+ years of experience and Claims Managers average 20 + years of experience.</b></li> <li>iv. <b>Please see the attached Statement of Qualifications.</b></li> </ul>
<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"> <li>i. Name and contact information;</li> <li>ii. Job title and number of years of service with current organization and brief resume covering, at minimum, the last five years;</li> <li>iii. Location of the office the proposed Account Team will be working from.</li> </ul> <p><b>Points Value: 3</b></p>	<p><b>Jessica Grinsteinner, Sales Representative at Ochs will be a key player in the success of the BOCC's plan. Jess will be the first point of contact prior to award and will initiate implementation.</b></p> <p><b>Amy Pals, Manager of Account Management at Ochs will assume account manager duties for the BOCC on an ongoing basis. Amy will be the primary contact for service matters and management of the plan. She will also work closely with our team of dedicated experts from claims, technology, enrollment, and administration to ensure that your plan runs smoothly.</b></p> <p><b>Please see the attached Jessica Grinsteinner Bio and Amy Pals Bio. Jess and Amy will provide service from Ochs located in St. Paul, MN.</b></p> <p><b>Jessica Grinsteinner, jgrinsteinner@ochsinc.com 1-800-392-7295</b> <b>Amy Pals, apals@ochsinc.com 1-800-392-7295</b></p>
<p>2c. How does the proposing company rank nationally?</p> <ul style="list-style-type: none"> <li>i. By case/premium and products offered?</li> <li>ii. Provide proposing company's industry rating by AM Best, Fitch, Moody's, and/or Standard &amp; Poor's.</li> </ul> <p><b>Points Value: 3</b></p>	<ul style="list-style-type: none"> <li>i. <b>Madison National Life insures over 1,800 clients nationwide and has over 63 million disability premium in force.</b></li> <li>ii. <b>Madison National Life is rated A-(Excellent) for financial strength by A.M. Best. Madison National Life is not currently rated by Fitch, Moody's, or Standard &amp; Poor's.</b></li> </ul>
<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 <b>Vendor Reference Verification Form</b> 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"> <li>i. Provide name, address, and verified current contact information, including telephone number and email address.</li> </ul> <p><b>Points Value: 3</b></p>	<p><b>Madison National Life's largest client has 4,957 lives, and the average size is 200 lives. 455 cities and municipalities offer our products.</b></p> <p><b>Please see the included Vendor Reference Verification Form.</b></p>

<p><b>QUALITY OF SERVICE AND CUSTOMER SERVICE: (MAXIMUM POINTS 13)</b></p> <p>Refer to Questions 3a – 3c</p>	
<p>3a. Describe the proposing company’s overall member service strategy.</p> <p>i. Include location, hours of operation, and duties of any call centers</p> <p>ii. Does the proposing company offer a toll-free and local telephone number to members?</p> <p>iii. Describe any web-based services available to members.</p> <p>iv. Describe call-center &amp; customer service metrics monitored.</p> <p><b>Points Value: 5</b></p>	<p>i. and ii. Account services for Client’s plan will be provided by Ochs, a Securian Company located in St. Paul, MN. Customer Service and Billing inquiries can be directed to Ochs at 1 (800) 392-7295 (Monday - Friday 8:00 a.m. – 4:30 p.m. CST). Claims Service at Madison National Life can be reached at 1 (800) 356-9601 (Monday - Friday 7:00 a.m. - 5:00 p.m. CST).</p> <p>iii. We offer 24/7 online claims management where you and your employees can review the status of a claim or payment. Claimants can access information about their three (3) most recent benefit payments online.</p> <p>iv. Average speed of answering the call: 23 seconds, average hold time: 22 seconds, abandonment rate: 1.81%.</p>
<p>3b. Describe the proposing company’s overall client service strategy.</p> <p>i. Will the client be provided an administrative manual?</p> <p>ii. Describe any web-based tools available to the client (e.g. report generation, death claim reporting, etc.).</p> <p><b>Points Value: 5</b></p>	<p>Please see the attached Service.</p> <p>i. Yes, an administrative manual will be provided. Ochs provides clients a streamlined implementation and enrollment experience and is pleased to offer the following at no additional charge:</p> <ul style="list-style-type: none"> <li>• Customized communications and marketing materials</li> <li>• Personalized forms and enrollment packets</li> <li>• PowerPoint Presentations</li> </ul> <p>ii. Our secure Client website makes it easy to manage your Long-Term Disability and Short-Term Disability Insurance coverage.</p> <p>Please see the attached Online Value Adds for more information.</p>
<p>3c. What materials/services do you provide to support non-English speaking employees and hearing impaired callers?</p> <p><b>Points Value: 3</b></p>	<p>For the hearing impaired, we work with a local Rehabilitation company to have an in home visit by a Counselor skilled with the hearing impaired. We also utilize Cap Tel, a local captioned telephone service to make accommodations. For foreign language claims, we worked with a branch of Genex that is staffed by Spanish speaking, and/or skilled in other languages, nurses and Rehabilitation Counselors.</p>
<p><b>ENROLLMENT AND IMPLEMENTATION: (MAXIMUM POINTS 10)</b></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> <p>i. Describe the role of the Implementation Manager.</p> <p>ii. Describe the interaction between the Implementation Manager and the County’s Benefits staff.</p> <p>iii. Describe, in detail, your company’s timeline for implementation.</p> <p><b>Points Value: 5</b></p>	<p>Ochs provides clients a streamlined implementation and enrollment experience and is pleased to offer the following at no additional charge:</p> <ul style="list-style-type: none"> <li>• Customized communications and marketing materials</li> <li>• Personalized forms and enrollment packets</li> <li>• PowerPoint Presentations</li> </ul> <p>i. Emily Watters, Implementation Manager at Ochs will manage a centralized implementation team of subject matter experts to ensure a simplified and flexible transition process. Emily will be the primary contact for the duration of the implementation.</p> <p>ii. Emily will be the primary contact for the duration of the implementation.</p> <p>iii. Please see the attached Implementation Timeline.</p>
<p>4b. Are production and mailing costs for enrollment/member materials and mailings included in the proposed rates?</p> <p><b>Points Value: 5</b></p>	<p>Yes.</p>

<p><b>ANALYSIS OF PROJECT SPECIFIC VENDOR QUESTIONNAIRE AND PERFORMANCE GUARANTEES: (MAXIMUM POINTS 20)</b></p> <p>Refer to Questions 5a – 5b</p>	
<p>5a. Project Specific Vendor Questionnaire</p> <p><b><u>Points Value: 10</u></b></p>	<p><b>Please see the attached Project Specific Vendor Questionnaire.</b></p>
<p>5b. Performance Guarantees</p> <p><b><u>Points Value: 10</u></b></p>	<p><b>Please see the attached Performance Guarantees.</b></p>
<p><b>ANALYSIS OF PLAN DESIGN QUESTIONNAIRE AND PRODUCT DETAILS: (MAXIMUM POINTS 20)</b></p> <p>Refer to Questions 6a – 6d</p>	
<p>6a. LTD Plan Design</p> <p><b><u>Points Value: 7</u></b></p>	<p><b>Please see the attached LTD - Plan Design.</b></p>
<p>6b. Maximum Benefit</p> <p><b><u>Points Value: 5</u></b></p>	<p><b>Maximum Monthly Benefit - \$6,000</b></p> <p><b>Please see the attached LTD - Plan Design for more details.</b></p>
<p>6c. Return to Work Provision</p> <p><b><u>Points Value: 4</u></b></p>	<p><b>90 day cumulative elimination period and 6 month recurrent disability benefit apply. In addition, our quote includes zero day residual disability benefit with a 12 month work incentive.</b></p>

<p>6d. Guaranteed Open Enrollment at Inception of Agreement</p> <p><b>Points Value: 4</b></p>	<p><b>Our proposal includes a one-time, 31 day open enrollment with a guarantee issue of \$6,000. A 3/12 pre-ex will apply. Prior declined or incomplete applicants will require evidence of insurability.</b></p>
<p><b>PRICE: (MAXIMUM POINTS 20)</b></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><b>Points Value: 20</b></p>	<p>Please submit price information into BidSync.</p>
<p><b>TOTAL NUMBER OF POINTS: (MAXIMUM POINTS 100)</b></p>	

## **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).

<b>Madison National Life Insurance Company, Inc.</b>
--

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.



## **Response to Terms and Conditions**

If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the BOCC's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.



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# Statement of Qualifications



Madison National Life was founded in 1961, and is headquartered in Madison Wisconsin. The Company is licensed in 49 states, American Samoa, the District of Columbia, Guam, and the Virgin Islands, and is an authorized reinsurer in the State of New York. Madison National Life is rated A-(Excellent), for financial strength, by A.M. Best.

Madison National Life insures over 1,800 school districts, cities, and counties and holds a business retention rating of 96.5%.

Madison National Life is involved in several lines of life, health and disability business including:

- Group Term Life
- Short-Term Disability
- Long-Term Disability for both public and private sector employers across the country

At Madison National Life, we take care of our customers. While the art of personalized, high-touch service and concern over customer satisfaction is seemingly lost today, going the distance is what we do each and every day.

The trust that has been placed in us is taken very seriously. We understand the significant impact that a death or disability often has on the employee, their family and employer.

As a matter of fact, in 2017, 97% of our Group Term Life, Short Term Disability and Long Term Disability customers renewed their Madison National Life group insurance policy(ies)<sup>1</sup>. We attribute this incredible achievement to our:

- In-house Claims Department who develop relationships with every claimant, including their employer and healthcare provider, and do what is necessary to achieve the best possible outcome
- Claims management philosophy of emphasizing *ability* not *disability*, and employing rehabilitation and work incentive programs designed to accommodate and improve the claimant's status
- Very stable team of senior claims specialists whose average tenure of 10 years at Madison National Life results in an uncommon level of customer service continuity
- Unusual practice of assigning a dedicated specialist to each claimant, and expertly training them to handle all life, short and long term disability income claims (when coverage is provided by Madison National Life) so benefit payments flow uninterruptedly

**At Ochs-** We specialize in working closely with clients and their benefit advisors to develop implementation strategies that work best for them. A dedicated Implementation Coordinator from Ochs will be assigned to lead the transition process, along with a team of experts from technology; enrollment; administration; billing; underwriting and claims.

**Timeline-** The transition and implementation process below will be customized to meet the client’s needs.

When	Action
January 2020	<b>Client Awards Contract for the Insurance Plan</b>
Following the plan award date -February-	<b>Plan and Administrative Questions</b> Ochs Implementation Coordinator provides our Coverage Administration Details (CAD) document to complete <ul style="list-style-type: none"> <li>• Client returns by the date requested (prior to the implementation conference call)</li> </ul>
Following Client’s completion of the CAD -March-	<b>Implementation Meeting (45-60 minutes)</b> Ochs Implementation Coordinator initiates a conference call to discuss the plan and answer questions <ul style="list-style-type: none"> <li>• Review sold plan design and documents for signature</li> <li>• Identify key contacts; outlining roles and responsibilities</li> <li>• Brief overview of billing, marketing, administration, and certificates</li> </ul>
Following the Implementation Meeting -April-	<b>Conference Call with TPA (15-20 minutes) - If applicable -</b> Prior to the initial open enrollment, Ochs’ Client Services Representative will call the TPA to discuss <ul style="list-style-type: none"> <li>• Guaranteed Issue (GI) rules and plan design set-up for the benefits enrollment system</li> <li>• Acceptable enrollment form/Evidence of Insurability (EOI) submission process</li> </ul>
Prior to the enrollment period -May-	<b>Enrollment Materials</b> Ochs creates customized marketing and enrollment forms at no additional cost <ul style="list-style-type: none"> <li>• Ochs sends drafts to the client for review and approval</li> <li>• Upon approval, Ochs sends finalized electronic materials, along with GI/EOI form completion guidelines</li> <li>• After call with client, Ochs will print and ship enrollment packets requested</li> </ul>
Prior to the effective date -June-	<b>Administration</b> <ul style="list-style-type: none"> <li>• Ochs will send an Administration Kit to the client which includes all necessary forms and documents to administer the plan, including New Employee enrollment materials</li> <li>• Ochs will send an Access Agreement for our secure online site – client returns signed form to have access to view claim status, view/modify employee information, and print bills</li> </ul>
June or within 60 days of the conference call or CAD return	<b>Policy and Certificates</b> <ul style="list-style-type: none"> <li>• Ochs will send the certificate drafts to the client to review</li> <li>• Upon approval Madison National Life sends the client the finalized electronic documents and printed certificates (if requested)</li> </ul>
Prior to the first payment -July-	<b>Bill Remittance and Forms Processing Discussion (20-30 minutes)</b> Prior to the first premium payment, Ochs’ Client Services Rep. will meet with the client to review the billing process; remittance procedures; and recap the Enrollment and EOI forms submission process <ul style="list-style-type: none"> <li>• Ochs will send client GI guidelines, how to complete forms, on-line billing walk-through, Admin. Kit for review</li> </ul>
July 1, 2020	<b>Effective Date of the Insurance Plan</b>



## Disability Insurance Performance Guarantees

Minimum Performance Standards	Annual amount at risk
<p><b>Payment Accuracy</b></p> <ul style="list-style-type: none"> <li>96% accuracy of total dollars paid on audited claims (minimum sample of 10 claims).</li> </ul>	\$1,500
<p><b>Certificate Issuance</b></p> <ul style="list-style-type: none"> <li>Initial certificates will be sent within six weeks of receipt of all necessary information.</li> </ul>	\$1,500
<b>Total Annual Amount At Risk</b>	<b>\$3,000</b>

Penalties will be assessed at the end of a policy year based on the annual performance results.

Payment Accuracy performance guarantee is guaranteed through the rate guarantee period, and will be re-evaluated at each renewal.

Certificate Issuance Performance Guarantee will apply to the initial certificates only.



## **Service**

### **Account Management**

Account services for Broward County Board of County Commissioners plan will be provided by Ochs, a Securian Company.

Jessica Grinsteiner, Sales Representative at Ochs will be a key player in the success of the BOCC's plan. Jess will be the first point of contact prior to award and will initiate implementation.

Emily Watters, Implementation Manager at Ochs will manage a centralized implementation team of subject matter experts to ensure a simplified and flexible transition process. Emily will be the primary contact for the duration of the implementation.

Amy Pals, Manager of Account Management at Ochs will assume account manager duties for the BOCC on an ongoing basis. Amy will be the primary contact for service matters and management of the plan. She will also work closely with our team of dedicated experts from claims, technology, enrollment, and administration to ensure that your plan runs smoothly.

### **Customer Service**

Ochs will be the primary contact for HR and Payroll staff. Ochs' toll-free number is, (800) 392-7295 and the email address is [ochs@ochsinc.com](mailto:ochs@ochsinc.com). Ochs is available from 8:00 a.m. to 4:30 p.m. Central Time.

In addition to service provided by Ochs, Madison National Life Claims Service can be reached at (800) 356-7601. The claims call center is staffed with customer service representatives from 7:00 a.m. to 5:00 p.m. Central Time.

### **Claims**

We deliver services to minimize disruption and ensure a smooth claims management process through:

- We view our claimants as people not numbers.
- Employees will work with the same claims professional for the duration of their disability
- Employers will have a dedicated point of contact.
- Customized claims reports are delivered upon request in hard copy or electronically
- On-site claim discussion/update with Employee

- One Point of Contact – no handoffs, redundant forms or phone calls for Life Waiver or Disability claims
- Expedited Answers – responses provided within 24 hours during business days
- Online Services – claim status and payment history
- EFT Claim Payment Capability
- Quick Turnaround Times – first contact within 5 days of receipt of all information: Claim form, Employer statement, Treating Physician Statement
- Milestones Contact – staying in touch with the employee and employer during the duration of the claim as appropriate based on diagnosis
- Patient Advocacy - Our claim specialists may be the first positive, recovery focused voice claimants hear. We capitalize on opportunities that will restore the claimant's positive outlook so they can resume a productive life, both socially and vocationally.

Once a claims specialist has received a complete claim (Attending Physician's Statement, Employer Statement, and Employee Statement) Madison National Life will conduct the initial review within five business days. Claim payments are issued immediately upon approval. The timeframe for approval may be delayed should the carrier determine that additional information is needed to support the Disability (medical records, vocational information, eligibility confirmation, etc.)

## **Underwriting**

The Medical Underwriting Unit provides for an efficient review process. Applications are processed quickly with minimal turnaround time. Our average turnaround time measured by time elapsed between original receipt and first communication is three days. If additional information is required, a participant is given a timeline of 30 days to provide information to us, along with an invitation to extend that timeline by contacting us. A participant is provided clear direction and the telephone number of the Medical Underwriter for any questions. For those applications that other carriers will decline on face value, National Insurance Services will seek supplemental medical information in the form of medical underwriting questionnaires and/or medical records to determine if any credits are available. Our Medical Underwriting Unit utilizes their strengths in evaluating health risk by going the extra mile acknowledging there are different stages of a disease that can be accepted as standard risks.

## AMY PALS

Manager – Account Management

---

Location: Ochs  
400 Robert Street North, Suite 1880  
St. Paul, MN 55101-7734

Key Responsibilities:

- Account Management and Client Relations
- Lead Ochs Account Management Team
- Support and service of group insurance products for employer sponsored plans
- Build and maintain strong relationships with clients and their benefit advisors

Experience with  
Securian Financial Group: 5 years

Insurance Industry  
Experience: 16 years

Credentials: Life & Health Insurance License

Education: B.S. Communications, University of River Falls

Previous Experience: Long Term Care Group, Inc. – Eden Prairie, MN  
Senior Account Manager; Operations Business  
Analyst and Customer Service Trainer

LeClair Insurance Services – St. Paul, MN  
Account Manager and Marketing

**JESSICA GRINSTEINNER**  
Sales Representative, Eastern Region

---

Location: Ochs  
400 Robert Street North, Suite 1880  
St. Paul, MN 55101-7734

Key responsibilities:

- Sales and service of group insurance products for employer sponsored plans
- Build and maintain strong relationships with clients and their benefit advisors

Experience with  
Securian Financial Group: 5 years

Account Management  
Experience: 14 years

Credentials: Life & Health Insurance License

Education: B.A. Marketing, University of North Dakota

Previous experience: Lake Region Medical  
Account Manager and Inside Sales

ParadyszMatera  
Associate Operations Manager

# MADISON NATIONAL LIFE INSURANCE COMPANY INC.

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

This certificate signifies that the company has  
satisfied all requirements of Florida Insurance  
Code for the issuance of a Life And Health Insurer  
Certificate Of Authority and remains subject to the  
laws of Florida.

Date of Issuance: June 26, 1984

No. 03 - 390990296



Florida  
Office  
of Insurance  
Regulation

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

Kevin M. McCarty  
Director of Insurance Regulation





# State of Florida

INSURANCE DEPARTMENT  
TALLAHASSEE, FLORIDA

## COMPANY LICENSE AND CERTIFICATE OF AUTHORITY

MADISON NATIONAL LIFE INSURANCE CO , INC  
5120 UNIVERSITY AVENUE  
MIDDLETON, WI 53562

06	01	88	10	01	05164	44144201	200.00	05164	05	31	89
ISSUE DATE			TYPE	CLASS	LICENSE OR PERMIT NUMBER	APPLICATION	TAXES & FEES	COMPANY CODE	EXPIRATION DATE		

HAVING FILED A SATISFACTORY FINANCIAL STATEMENT IN ACCORDANCE WITH THE LAWS GOVERNING SUCH COMPANY, OR ASSOCIATION, IS HEREBY AUTHORIZED TO WRITE THE FOLLOWING COVERAGES IN THE STATE OF FLORIDA, SUBJECT TO COMPLIANCE BY SAID COMPANY WITH ALL APPLICABLE LAWS OF FLORIDA.

400 LIFE  
440 CREDIT LIFE AND/OR CREDIT A&H

*Bill Gunter*

STATE TREASURER  
INSURANCE COMMISSIONER  
FIRE MARSHAL

*State of Florida*



*Department of Insurance and Treasurer*

THE CAPITOL  
TALLAHASSEE 32399-0300

M E M O R A N D U M

TO : The Insurance Company Addressed  
FROM : The Chief Examiner's Office  
SUBJECT : 1988-89 Certificate of Authority  
DATE : May 9, 1988

Enclosed you will find your Company's 1988-89 Certificate of Authority to transact insurance business in Florida.

However, please be advised this Certificate of Authority does not, in any way, constitute a cancellation or rescission of any current legal order or voluntary agreement between this Department and your Company, if such exists. Unless otherwise advised in writing, your Company is required to maintain any order or agreement set forth by this Department prior to the receipt of this Certificate of Authority.

Please do not hesitate to contact the Chief Examiner's Office at (904) 488-5531 for Property and Casualty and (904) 487-2106 for Life and Health.

CEO:NB  
Enclosure

Rating Search:

[Advanced Search](#)

## Madison National Life Insurance Company, Inc.

A.M. Best #: 006678 NAIC #: 65781 FEIN #: 390990296

**Mailing Address** [View Additional Address Information](#)

P.O. Box 5008  
Madison, WI 53705-0008  
[United States](#)

**Web:** [www.madisonlife.com](http://www.madisonlife.com)  
**Phone:** 608-830-2000  
**Fax:** 608-830-2700

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, [055438 - Geneve Holdings, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

<div style="background-color: #e6f2ff; padding: 5px; margin-bottom: 10px;"><b>Financial Strength Rating</b> <a href="#">View Definition</a></div> <p><b>Rating:</b> A- (Excellent) <b>Affiliation Code:</b> g (Group) <b>Financial Size:</b> IX (\$250 Million to \$500 Million) <b>Category:</b> Million <b>Outlook:</b> Stable <b>Action:</b> Affirmed <b>Effective Date:</b> December 19, 2018 <b>Initial Rating Date:</b> June 30, 1972</p>	<div style="background-color: #e6f2ff; padding: 5px; margin-bottom: 10px;"><b>Best's Credit Rating Analyst</b></div> <p><b>Rating Office:</b> A.M. Best Rating Services, Inc. <b>Financial Analyst:</b> Brian Virostek <b>Director:</b> Joseph R. Zazzera <b>Note:</b> See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.</p>
<div style="background-color: #e6f2ff; padding: 5px; margin-bottom: 10px;"><b>Long-Term Issuer Credit Rating</b> <a href="#">View Definition</a></div> <p><b>Long-Term:</b> a- <b>Outlook:</b> Stable <b>Action:</b> Affirmed</p>	<div style="background-color: #ffe6e6; padding: 5px; margin-bottom: 10px;"><b>Disclosure Information</b></div> <p><b>Disclosure Information Form</b> <a href="#">View A.M. Best's Rating Disclosure Form</a></p> <p><b>Press Release</b> <a href="#">AM Best Affirms Credit Ratings of Independence Holding Company and Its Subsidiaries</a> December 19, 2018</p>



**Effective Date:** December 19, 2018

**Initial Rating Date:** June 20, 2005

u Denotes [Under Review Best's Rating](#)

### Rating History

A.M. Best has provided ratings & analysis on this company since 1972.

#### Financial Strength Rating

##### Effective Date Rating

12/19/2018	A-
12/20/2017	A-
12/22/2016	A-
4/8/2016	A-
1/6/2016	A- u
12/10/2015	A-
12/2/2014	A-

#### Long-Term Issuer Credit Rating

##### Effective Date Rating

12/19/2018	a-
12/20/2017	a-
12/22/2016	a-
4/8/2016	a-
1/6/2016	a- u
12/10/2015	a-
12/2/2014	a-

### Best's Credit Reports



[Best's Credit Report \(Download PDF\)](#) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 1/2/2019 (represents the latest significant change).



Historical Reports are available in [Best's Credit Report Archive](#).

View additional [news](#), [reports](#) and [products](#) for this company.

## Press Releases

Date ▾	Title
Dec 19, 2018	AM Best Affirms Credit Ratings of Independence Holding Company and Its Subsidiaries
Dec 20, 2017	A.M. Best Affirms Credit Ratings of Independence Holding Company and Its Subsidiaries
Dec 22, 2016	A.M. Best Affirms Credit Ratings of Independence Holding Company and Its Subsidiaries
Apr 08, 2016	A.M. Best Removes From Under Review and Affirms Ratings of Independence Holding Company and Its Subsidiaries
Jan 06, 2016	A.M. Best Places Ratings of Independence Holding Company and Its Subsidiaries Under Review with Developing Implications
Dec 10, 2015	A.M. Best Affirms Ratings of Independence Holding Company and Its Subsidiaries
Dec 02, 2014	A.M. Best Affirms Ratings of Independence Holding Company and Its Subsidiaries
Nov 19, 2013	A.M. Best Affirms Ratings of Independence Holding Company and Its Subsidiaries
Nov 16, 2012	A.M. Best Affirms Ratings of Independence Holding Company and Its Subsidiaries
Nov 21, 2011	A.M. Best Affirms Ratings of Independence Holding Company and Its Subsidiaries


 Page size: 
16 items in 2 pages

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/11/2018

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

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

<b>PRODUCER</b> <b>Marsh &amp; McLennan Agency LLC</b> <b>Park 80 West, Plaza Two</b> <b>250 Pehle Avenue, Suite 400</b> <b>Saddle Brook, NJ 07663</b>	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 201 845-6600	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Hartford Underwriters Insurance Company	<b>NAIC #</b> 30104
	<b>INSURER B :</b> Hartford Casualty Insurance Company	29424
<b>INSURED</b>  <b>Madison National Life Insurance Company, Inc.</b> <b>96 Cummings Point Rd.</b> <b>Stamford, CT 06902</b>	<b>INSURER C :</b>	
	<b>INSURER D :</b> AIG Specialty Insurance Company	26883
	<b>INSURER E :</b> Illinois National Insurance Company	23817
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10UENZP9778	06/30/2017	06/30/2018	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
A	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10UENZP9778	06/30/2017	06/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000			10XHUZP9681	06/30/2017	06/30/2018	EACH OCCURRENCE \$25,000,000
							AGGREGATE \$25,000,000
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	Professional Liab			015897367	06/30/2017	06/30/2018	\$1,000,000 aggregate
E	Cyber Liab			015896935	06/30/2017	06/30/2018	\$10,000,000 limit

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

**Evidence of Insurance**

**CERTIFICATE HOLDER**                      **CANCELLATION**

<b>Madison National Life Insurance Company, Inc.</b> <b>1241 John Q. Hammons Drive</b> <b>Madison, WI 53717</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

Question	Response
<b>For classification purposes, please indicate the plan(s) recently implemented.</b>	Life insurance, Disability insurance, Voluntary insurance
<b>Please specify the type(s) of voluntary insurance that was recently implemented.</b>	
<b>How satisfied are you with our ability to deliver the following implementation services?</b>	
<i>Implementation coordination</i>	Extremely satisfied 5
<i>Timely communication with you</i>	Extremely satisfied 5
<i>Marketing materials</i>	Extremely satisfied 5
<i>Enrollment forms</i>	Extremely satisfied 5
<i>Policy and Certificate(s)</i>	Extremely satisfied 5
<b>How satisfied are you with the service you received from the staff at Ochs in the following areas?</b>	
<i>Knowledgeable</i>	Extremely satisfied 5
<i>Responsive</i>	Extremely satisfied 5
<i>Problem solving</i>	Extremely satisfied 5
<i>On schedule</i>	Extremely satisfied 5
<i>Understanding your needs</i>	Extremely satisfied 5
<b>How satisfied are you with the carrier's billing service?</b>	
<b>For the above questions, if you were dissatisfied in any area, how can we improve?</b>	It's too early to really assess the billing service...
<b>Overall, please rate how satisfied you are with Ochs,' recent implementation of your insurance plan.</b>	Extremely satisfied 5
<b>Would you recommend our implementation services to another organization?</b>	Yes
<b>If you are satisfied with the service we provided, would you be willing to be a reference?</b>	Yes
<i>Group name</i>	City of Charlottesville
<i>Your Name</i>	Sara Butler
<i>Your title</i>	Benefits Administrator



Gulf Coast Community Services Association, Inc.

Question Text	Response
For classification purposes, please indicate the plan(s) recently implemented:	Life and disability insurances
How satisfied are you with our ability to deliver the following implementation services?	
<i>Implementation coordination</i>	Extremely satisfied 5
<i>Timely communication with you</i>	Extremely satisfied 5
<i>Marketing</i>	Extremely satisfied 5
<i>Enrollment materials</i>	Extremely satisfied 5
<i>Billing and Administration</i>	Extremely satisfied 5
<i>Policy and Certificate(s)</i>	Extremely satisfied 5
<i>Medical Underwriting</i>	Don't know
How satisfied are you with the service you received from the staff at Ochs, Inc. in the following areas?	
<i>Knowledgeable</i>	Extremely satisfied 5
<i>Responsive</i>	Extremely satisfied 5
<i>Problem solving</i>	Extremely satisfied 5
<i>Professional</i>	Extremely satisfied 5
<i>On schedule</i>	Extremely satisfied 5
<i>Understanding your needs</i>	Extremely satisfied 5
For the above questions, if you were dissatisfied in any area, how can we improve?	
Would you recommend our implementation services to another organization and be willing to be a reference?	Yes, my name can be included
<i>Name:</i>	Debra Fisher
<i>Group Name:</i>	Gulf Coast Community Services Association, Inc.
Please provide feedback so that we can improve our services.	
Overall, please rate how satisfied you are with Ochs, Inc.'s recent implementation of your group insurance plan.	Extremely satisfied 5
Please explain why you gave Ochs Inc. that rating?	The implementation was seamless and excellent, responsive customer service has been provided throughout the entire process.
May we have your permission to use your comment as a client testimonial?	No
If yes, please select the degree to which you prefer this testimonial to be identifiable:	
<i>Name and Group Name</i>	
<i>Group Name only</i>	
Are there any additional comments you would like to make about Ochs, Inc.'s implementation process?	

Question	Response
<b>For classification purposes, please indicate the plan(s) recently implemented.</b>	Life insurance
<b>Please specify the type(s) of voluntary insurance that was recently implemented.</b>	
<b>How satisfied are you with our ability to deliver the following implementation services?</b>	
<i>Implementation coordination</i>	Extremely satisfied 5
<i>Timely communication with you</i>	Extremely satisfied 5
<i>Marketing materials</i>	Extremely satisfied 5
<i>Enrollment forms</i>	Extremely satisfied 5
<i>Policy and Certificate(s)</i>	Extremely satisfied 5
<b>How satisfied are you with the service you received from the staff at Ochs in the following areas?</b>	
<i>Knowledgeable</i>	Extremely satisfied 5
<i>Responsive</i>	Extremely satisfied 5
<i>Problem solving</i>	Extremely satisfied 5
<i>On schedule</i>	Extremely satisfied 5
<i>Understanding your needs</i>	Extremely satisfied 5
<b>How satisfied are you with the carrier's billing service?</b>	Extremely satisfied 5
<b>For the above questions, if you were dissatisfied in any area, how can we improve?</b>	
<b>Overall, please rate how satisfied you are with Ochs,' recent implementation of your insurance plan.</b>	Extremely satisfied 5
<b>Would you recommend our implementation services to another organization?</b>	Yes
<b>If you are satisfied with the service we provided, would you be willing to be a reference?</b>	Yes
<i>Group name</i>	Owens Community College
<i>Your Name</i>	Traci Kish
<i>Your title</i>	Benefits Manager
<b>Are there any additional comments you would like to make about Ochs' implementation process?</b>	The team assigned, along with Bill Ochs, made this process very easy. They were efficient and quick with any questions or concerns I had, which made the process go even smoother than anticipated!



## VALUE ADDED BENEFITS

Available for those insured through the group disability insurance plan	
<b>Simplified Administration</b>	Disability Insurance comes with administrative challenges. We work to keep your reporting, billing and tracking to a minimum.
<b>Employee Assistance Program (EAP) And Claim Assist</b>	Tackle Absenteeism, Presenteeism, Tardiness and Low Motivation with our FREE EAP.
<b>Identity Theft Assistant Services</b>	Covered employees and their families receive no-cost, 24/7 help if they should become victims of Identity Theft.
<b>Proactively@Work Absence and Disability Management</b>	Proactive approach to managing disability and absence specifically designed for local governmental organizations.

See additional details on the following pages.

## Simplified Administration

You will receive documentation on all paid claims. This documentation contains information that you may need to fulfill federal (FUTA) and state (SUTA) unemployment-tax reporting requirements, as well as any other state-reporting requirements.

### **FICA Payment and Reporting for Disability Claimants:**

- **Social Security and Medicare Taxes** – Disability Carrier will pay the employers portion of Social Security and Medicare Taxes for Long Term Disability. This benefit is available for Short Term Disability upon request at premium.
- **Third Party Sick Pay** – Carriers will report Third Party Sick Pay payments on form 941. Employer will not be responsible for incorporating Third Party Sick Pay payment when reporting payroll taxes.
- **W2 Forms** – Carriers will prepare and submit W2 Forms for covered employees showing the taxes withheld for Third Party Sick Pay and FICA.

## Employee Assistance Program (EAP) and Claimant Assist

Covered employees as well as Disability Claimants can receive no-cost confidential help for a wide variety of needs and concerns.

### **EAP**

The EAP lines are available 24/7

- No one is sent to an automated system

Each call is answered and managed from start to finish by a masters-level clinician

Clinicians provide solutions that include:

- Meeting with Mental Health Counselor
- Negotiating Medical Insurance benefits
- Referrals to community resources
  - Attorneys
  - Childcare
  - Eldercare
  - Financial Services

### **Claimant Assist**

- Offers guidance and counseling services to LTD claimants and immediate family members
- Access to masters-degreed counselors 24/7
- Three in person sessions
- Legal assistance
- Financial consultation
- Childcare and Eldercare referrals

### **Help in Areas of Need for:**

- |                         |                               |
|-------------------------|-------------------------------|
| • Depression            | • Alcohol or Drug Addictions  |
| • Stress Management     | • Financial or Legal Concerns |
| • Anxiety               | • Parenting Concerns          |
| • Marital Difficulties  | • Problem Gambling            |
| • Relationship Problems | • Eating Disorders            |
| • Family Conflict       | • Child and Elder Care        |

## Identity Theft Assistance Services

Identity Theft is a topic that weighs heavily on the minds of individuals in the work place. You can help ease some of that anxiety and add tremendous value to your benefits package at no cost. This program benefits the employer as well, since restoring identities can be extremely time-consuming. With help and support your employees will be more focused and efficient at work, eliminating costly presenteeism.

### **How it works:**

Identity Theft Services provides valuable guidance and support if participants or their family members suspect they are being victimized. One call to an Identity Theft Certified Risk Management Specialist will provide assistance with assessing the situation and creating a plan of action to restore their good name.

### **Support**

- Determine the scope of the problem
- Guidance through the resolution process
- Notification of law enforcement or local governmental agencies
- Filing of Identity Theft Victim's Complaint and Affidavit
- Notify the credit bureaus with fraud alerts
- Documentation and follow-up
- And more

## ProActively@Work

Allow us to be an extension of your Benefit Administration Team. Our aim is to reduce employer costs, help disabled employees to lead productive lives by treating each employer and employee like a customer not a case. Our rehab intervention will get employee's back to work faster. We connect claimants to local vocational rehabilitation resources in their own area, instead of trying to manage from a big corporate office with a "one-size-fits-all approach." Your employee will benefit from qualified local resources from the medical community, labor market and other assistance resources available.

### **Specific to Government Employees:**

- Understand the difference between an elected official and permanent civic employee
- Knowledge of non-standard benefits and collective bargaining agreements impact on claims
- Quick evaluation of the impact of a disability

### **Return-to-Work Services**

- Working with supervisors to facilitate employees staying on the job or returning to work after an absence or disability
- Worksite modifications
- Determining light-duty jobs that employees can perform while recovering
- Working with Mental Health Specialist
- Vocational Assistance (transferable skills analysis, job readiness/placement services, vocational testing and more)

### **Other Benefits and Services:**

- Streamlined Medical Reviews
- Reasonable Accommodation Expense Benefit
  - Carrier will reimburse an employer for worksite modifications to help their employees return to work
- Quick answers
- Contact within 5 days of receipt of claim form, employer statement and treating physical statement
- One point of contact
  - Your employee will work with the same Claim Specialist throughout the duration of their disability



## INFORMATION RIGHT AT YOUR FINGERTIPS

We can offer each client tailored products and services they need while other companies struggle with this customization. We are dedicated to personalizing your service needs and will work with you to provide simplified and stress-free administration.

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### Online Forms and Certificates

- Administrative Insurance Forms
- Insurance Certificates
- Frequently Asked Questions

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### Online Administration

- View and modify employee information
  - Name change, salary change, etc.
- Enroll a new employee or notify us of a termination
- Enroll rehired/reinstated employees
- Calculate premium for voluntary coverage
- Print individual benefit summaries
- Generate and print your bills

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### Online Reporting

- Generate a census
- Look up current Evidence of Insurability status
- See future premium/volume changes due to age
- View monthly claim statements
- View/print prior bills

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### Online Claims Management

- 24/7 online status and review of a claim
- Payment information





When an employee is faced with an unexpected illness or injury leaving them unable to work, they can be left feeling with some uncertainty on what the next steps are. For 58 years, MNL has been working side by side with public sector employers and employees on their claim needs.

With every public sector employer, MNL realizes that the insurance provided is the result of public funds and tax dollars. Throughout every step of the claim review process, they make sure that appropriate, timely, and consistent actions and decisions are made in order to be responsible managers for these funds, all while making each step of the claims process as effortless as possible for all involved. Here are some of the ways that they achieve this:

## Claims Service

- Claims can be filed via telephone,\* email, fax, mail, or online
- Dedicated single point of contact for the duration of the claim
  - » Senior claim specialists have over 9.5 years of experience at MNL and 16.5 years of disability claims work experience overall
- Frequent and consistent updates are made through the claims process via correspondence or telephone
- Claim specialists work with providers to obtain necessary medical records for their claim review
- Seamless claim submissions for employers
  - » Reduce repetitive paperwork, complete W-2 administration, and customized/tailored reports to meet their needs
- Return to work
  - » Ability to successfully collaborate with employers, physicians, and employees to achieve successful return to work outcomes that benefit all parties
  - » Focus on ability rather than disability

*(over)*

- » Returning to work is the optimal outcome
- Dual Offsets
  - » Social Security
    - Filing assistance available to the employee and eligible family members (who are unable to return to work)
      - 98.4% success rate obtaining benefits
      - No additional cost to the employee
    - Some states require receipt of Social Security Disability Income benefits before an employee can receive state disability benefits
  - » State Retirement Plans
    - Usually has disability benefits built in
    - Available to public sector employees in schools, cities, and counties
    - MNL is extremely knowledgeable in the intricacies of state plans and can estimate disability benefit offset costs

## Customer Service

When employees/employers contact MNL:

- Average speed of answering the call: 23 seconds
- Average hold time: 22 seconds
- Abandonment rate: 1.81% (This rate takes into consideration any calls received in which the caller allows at least 10 seconds for the call to be connected to a member of MNL's staff.)
- Website also has online portal for submitting questions



*\*Telephonic claims submission is only available for short-term disability claims. There is an additional cost for this service.*

## Disability Definitions

**Note that this document includes very general descriptions of some provisions of our plans. These may not apply to all groups.**

**Disability or Disabled:** As a result of sickness or injury, the employee is unable to perform some or all of the duties of his or her job.

**Elimination Period:** Consecutive dates of disability during which no benefit is payable. This period can be consecutive working days or consecutive calendar days. For STD, there can be two different types of Elimination Periods for sickness and accident.

**Cumulative Elimination Period:** Allows an Insured to attempt a return to work during the Elimination Period without having to start the Elimination Period over. An Insured would not be required to restart their elimination period unless the number of days returned exceeds the amount of days specified in the policy.

### Definition of Disability:

- a. **Total Disability:** The employee is unable to perform a majority of his or her duties on a full-time basis. There are no partial disability benefits available. The insured must be totally disabled through the elimination period and after.
- b. **Partial Disability:** The claimant must be Totally Disabled during the elimination period, and then can be Partially Disabled after the elimination period (once benefits are payable).
- c. **Zero Day:** An enhanced version of the Partial Disability definition. An employee can be partially disabled during the Elimination Period as well.

**Own Job:** An employee must be disabled from doing their current job at their current employer, based upon the job duties outlined by that specific employer.

**Own Occupation:** An employee must be disabled from doing their current occupation as performed in the national economy instead of how tasks are performed for a specific employer or at a specific location. Duration is outlined in the Joinder Agreement/Certificate.

**Any Occupation:** An employee must be disabled from doing any occupation for which they are qualified by education, training, or experience.

**“And” Definition:** The claimant must experience both loss of duties AND a loss of income (subject to the earnings threshold).

**“Or” Definition:** The claimant may only satisfy either a loss of one or more duties OR a loss of income

**Predisability Earnings:** An employee’s earnings, as defined in the plan, before becoming disabled.

**Earnings threshold:** This is the amount of income that the claimant has to "lose" (or the reverse, the maximum they can make) in order to still qualify for Partial Disability Benefits. A standard example would be 80%/80% -- this refers to the earnings threshold during the own occ and any occ periods; so in this instance, the employee can make up to 80% (or lose at least 20%) of their pre-disability earnings and still be eligible to receive disability benefits from the carrier. In this case, this is true both during the Own Occ and Any Occ periods.

**Maximum Covered Salary:** The highest salary covered by the policy. Can vary by class.

**Benefit Percent:** The percentage of Pre-Disability Earnings that is paid as a benefit.

**Maximum Monthly Benefit:** The Maximum Covered Monthly Salary times the Benefit Percent

**Minimum Monthly Benefit:** The minimum amount the carrier will pay monthly to a disabled insured

**Maximum Benefit Duration/Period:** The maximum amount of time that a claimant can remain on disability as long as he/she remains disabled as defined by the policy.

**Pre-existing Condition:** A mental or physical condition whether or not diagnosed or misdiagnosed for which you have consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during a specified period just before the effective date of insurance.

**Mental Disorder/Illness:** Any mental, emotion, behavioral, etc. disorder that is listed in the latest edition of the American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease.

**Substance Abuse:** A condition resulting from the abuse of a chemical substance, as defined by the latest edition of American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease.

**Self-Reported / Special Condition:** A condition which is based on self-reported symptoms and is not verifiable using objective medical tests, procedures or clinical examinations standardly accepted in the practice of medicine.

**Recurrent Disability:** Disability which is related to or due to the same cause(s) of a prior disability for which a monthly benefit was payable. The new disability will be considered an extension of the prior disability if occurs within a specified period of time.

**Rehabilitation:** Designed to help the claimant return to the work force. Could include spouse benefits, child care benefits, accommodation benefits, job training, etc. It may also include a reduced offset with return to work earnings.

**Waiver of Premium:** Premium payments are waived for any period during which benefits are payable.

**Leave of Absence:** a period of time that one must be away from one's primary job, while maintaining the status of employee.

**Survivor's Benefit:** In the event of a claimant's death, a benefit is paid out to an eligible beneficiary. The amount is a multiple of the monthly disability benefit that was being paid. It could be based on the last net benefit or gross benefit.

**Cost of Living Adjustment:** This provision allows for a disability benefit to be adjusted based on factors specified in the plan. The adjustment could be based on CPI, SSDI adjustments, a flat amount as specified in the plan, etc.

**Specific Loss / Presumptive Disability / Dismemberment & Loss of Sight:** Additional benefit payable if disability is caused by specific events.

**Core / Buy-ups:** The Core refers to the employer contribution of the benefit. The Buy-Up is the employee's opportunity to elect a higher benefit percentage, shorter elimination period, or longer benefit duration, at an additional cost.

**Calculation Method:**

- a. **Direct Offset:** Our benefit is directly reduced by deductible income.
- b. **All Sources Maximum (ASM):** The benefit will not be reduced unless income from all sources exceeds the ASM.
- c. **Some Sources Maximum:** The benefit will not be reduced unless income from specified sources exceeds the Some Sources Maximum

**Other Income Integration:** Other benefits that the employee may be receiving that can potentially reduce the disability benefit. This can included but is not limited to Social Security, Sick Pay, the State Plan, and Worker's Compensation. These vary greatly by state and by employer.

**Social Security Integration:**

- a. **Full Family:** All family social security disability benefits received due to the insured's disability may offset the disability benefit amount
- b. **Primary Only:** Only the employee's social security disability benefits received may offset the disability benefit amount

**Integration with State Plan:** Employees share in the cost of providing retirement benefits. The employee's share is a set percent of salary and is automatically deducted from each paycheck. Salary includes all wages paid, from public funds, which are earned on the covered job while working for the State.

**Work Incentive:** Period of time where we will not offset with income received until it exceeds 100% of pre-disability earnings.

**Continuity of Coverage:** If an employee is eligible and covered under the prior plan on the day immediately before the effective date of the plan, he/she will also be eligible and covered under the new

plan even if not meeting the Active Work requirement. The benefit will be the lesser of the one payable by the prior plan or our plan.

Continuity of Coverage not only addresses the employees not actively at work on the effective date but also what happens to employees who are still satisfying their new employee waiting period and/or pre-existing condition qualifying period with the prior carrier at the time of take over.

**Indexing:** Adjusting your pre-disability earnings by the rate of the CPI-W (Consumer Price Index for Urban Wage Earners and Clerical Workers). The maximum adjustment can vary by plan.

**Guarantee Issue:** The benefit amount that is guaranteed without being subject to evidence of insurability. Unless specifically stated, the Guarantee Issue does not apply to late enrollees.

**Subrogation:** If benefits are paid to you under the policy as the result of any act or omission of a third party, we will be subrogated to rights of recovery you may have in respect to such act or omission.

**General Freeze:** Our plan will not offset with any cost of living increases for any Deductible Income except for Work Earnings

**Sick Pay Integration:** The way that sick pay offsets the disability benefit.

- a. **Direct (TD or SL):** If a claimant elects to receive sick leave while on disability, our plan will directly offset with it.
- b. **“Greater of (#) Calendar days or End Of Sick Leave”** All accumulated sick leave must be used before benefit payments begin.
- c. **Sick Pay plus Disability to 100% of Pre-Disability Earnings:** Our plan will not offset with sick leave unless sick pay plus our benefit exceeds 100% of pre-disability earnings.
- d. **Pays in addition to sick leave:** Sick leave is not used as an offset.

**Funding:** The way premiums for insurance are paid.

- a. **Non-contributory:** Premiums are 100% paid by the Employer
- b. **Contributory/voluntary:** Premiums are 100% paid by the Employee
- c. **Core / Buy Up or Partial Contribution:** Premiums are a percentage of employer paid and a percentage of employee paid.

**Minimum Participation:** The minimum amount of employees of the group that must participate in order to keep benefits in-force.

**Conversion of Insurance:** When an Insured Person's insurance ends under the Group Policy, he or she may buy LTD conversion insurance at a reasonable group rate rather than finding an individual policy on their own.

**Reasonable Accommodation Expense Benefit:** A benefit that will reimburse an employer for worksite modifications to help their disabled employees return to work. They are willing to spend any reasonable amount. Worksite modifications include special desk chairs, modified computer desks, hearing aids, etc.

**Child-Family Care Expenses:** The amount the Insured Person pays to a licensed care provider (who is not a relative) for the care of the Insured Person's Child or Family Member. The care expense must be necessary in order for the Insured Person to work, and the insured person must not be reimbursed for this cost elsewhere. Once the employee provides proof of the expense, the deductible work earnings are reduced by the percentage or amount specified in the policy.

**ADL (Activities of Daily Living) Benefit:** A benefit paid to the claimant that pays for help with routine activities that people tend to do every day without needing assistance. There are six basic ADLs: eating, bathing, dressing, toileting, transferring (walking), and continence.

## ABOUT

Madison National Life Insurance Company, Inc. (Madison National Life) was founded in 1961 and is headquartered in Madison, Wisconsin. The company is a wholly-owned subsidiary of Independence Holding Company (IHC Group), which gives them the financial strength and stability to withstand the winds of change.

Madison National Life is licensed in 49 states, American Samoa, the District of Columbia, and the Virgin Islands and is accredited as a reinsurer in the state of New York.

## CLAIMS MANAGEMENT

Employees work with a single point of contact for the duration of their disability and receive:

- Expedited answers - Madison National Life will respond to employee/employer questions within 24 hours during business days.
- Quick turnaround times - Employees can expect to be contacted within 5 business days after Madison National Life receives all claim information (claim form, employer statement, and treating physician statement).

## SOCIAL SECURITY ASSISTANCE

All qualified claimants are referred to Social Security Disability Income (SSDI) experts who specialize in SSDI law and claims processing. The expert will assist with the application process from beginning to end. If the insured is denied at any level, the vendor will assist with an appeal, including going to the claimant's hearing.

## FINANCIAL OUTLOOK

Madison National Life is rated "A-" (Excellent) by A.M. Best Company, a widely recognized rating agency that rates insurance companies on their relative financial strength and ability to meet their obligations to their insureds. (An A++ rating from A.M. Best is its highest rating). Madison National Life's rating signifies they have a strong foundation to meet the ongoing obligations to policyholders.

## EXPERIENCE

Madison National Life has provided group life and disability insurance since 1983 and:

- » Insures over 1,700 school districts, cities, and counties
- » Holds business retention rating of 96.5%
- » Understands the intricacies of union negotiated contracts and benefits
- » Works routinely with school districts and understands:
  - Offsets for Public Employee Retirement System (PERS)
  - State Teacher Retirement System (STRS)
  - Extended sick leave accumulations
  - 90% benefit plans
  - Summer coverage variances



## Project Specific Vendor Questionnaire

### Group Long Term Disability Insurance

<b>Proposer's Name:</b>	<b>Madison National Life Insurance Company, Inc.</b>
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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.
	<b>Scope, General Information, &amp; Specifications</b>		
<b>1</b>	Proposer agrees to provide all services and meet all specifications as outlined in the Scope of Services.	<b>Yes. Please see the included Response to Terms and Conditions.</b>	
<b>2</b>	Proposer agrees to cover all covered groups as identified in the Scope of Services. For this solicitation, the covered group is active employees.	<b>Yes.</b>	
<b>3</b>	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).	<b>Yes.</b>	
<b>4</b>	Proposer agrees to accept Employee eligibility as defined in the Scope of Services, General Information, & Specifications.	<b>Yes.</b>	
<b>5</b>	<p>Proposer agrees to accept Member definition, as follows:</p> <ol style="list-style-type: none"> <li>1. All active employees employed in a position which is included in the Broward County Personnel Cap;</li> <li>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</li> <li>3. A citizen or resident of the United States or Canada.</li> </ol> <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>	<b>Yes.</b>	

**Project Specific Vendor Questionnaire**  
**Group Long Term Disability Insurance**


		<b>Comply/Agree: Yes/No</b>	<b>If No, BRIEFLY explain why.</b>
<b>6</b>	<p>Proposer agrees to accept Class Definitions, as follows:</p> <ul style="list-style-type: none"> <li>• Class 1: Elected officials, administrators, executive managers or professional employees whose job is classified as exempt under the Fair Labor Standards Act.</li> <li>• Class 2: All other Members</li> </ul>	<b>Yes.</b>	
<b>7</b>	<p>Proposer agrees to accept Occupation Period, as follows:</p> <ul style="list-style-type: none"> <li>• Own Occupation Period: <ul style="list-style-type: none"> <li>○ Class 1: The first 60 months for which LTD Benefits are paid.</li> <li>○ Class 2: The first 24 months for which LTD Benefits are paid.</li> </ul> </li> <li>• Any Occupation Period: From the end of the Own Occupation Period to the end of the Maximum Benefit Period.</li> </ul>	<b>Yes.</b>	
<b>8</b>	Proposer agrees that the County will not guarantee a minimum number of participants.	<b>Yes.</b>	
<b>9</b>	Proposer agrees to accept all insureds enrolled in the current Program with no actively at work, pre-existing exclusions, or waiting period.	<b>Yes, continuity of coverage will apply. Employees already out on disability will remain the liability of the prior carrier.</b>	
<b>10</b>	Proposer agrees to provide a Certificate of Insurance and a Group Policy document within 60 calendar days after approval from County.	<b>Yes.</b>	
<b>Administrative and Related Services</b>			
<b>11</b>	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.	<b>Yes.</b>	
<b>12</b>	<p>Proposer agrees to a premium rate guarantee for the initial two (2) years of the contract. Rate caps will not be accepted.</p> <p><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></p>	<b>Yes.</b>	
<b>13</b>	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.	<b>Yes.</b>	

**Project Specific Vendor Questionnaire**  
**Group Long Term Disability Insurance**

		<b>Comply/Agree: Yes/No</b>	<b>If No, BRIEFLY explain why.</b>
<b>14</b>	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.	<b>Yes.</b>	
<b>15</b>	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.	<b>Yes.</b>	
<b>16</b>	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.	<b>Yes.</b>	
<b>17</b>	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.	<b>Yes.</b>	
	<b>Billing</b>		
<b>18</b>	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.	<b>Yes.</b>	
	<b>Plan Specific Details</b>		
<b>19</b>	Proposer has submitted a specimen policy that lists any limitations or exclusions of the proposed plan.	<b>Yes.</b>	

**Project Specific Vendor Questionnaire**  
**Group Long Term Disability Insurance**

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

Proposer's Signature:  \_\_\_\_\_

**Diann Thumser**

**Vice President, Madison National Life Insurance Company, Inc.**

## 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.
	<b>Administrative and Related Services</b>		
<b>20</b>	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.	<b>Yes.</b>	
<b>21</b>	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.	<b>Yes, we are happy to discuss attending these meetings if we are so lucky to be selected.</b>	
	<b>Eligibility Files / Billing</b>		
<b>22</b>	Proposer agrees to accept County enrollment processes including verification of dependent status.	<b>Yes. Please note dependent status is not applicable to disability insurance.</b>	

**Project Specific Vendor Questionnaire**  
**Group Long Term Disability Insurance**

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
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.	
25	Proposer agrees to waive all medical evidence requirements for existing plan participants at existing benefit levels.	<b>Yes. We provide continuity of coverage to employees on a no loss, no gain basis to ensure they will not lose coverage solely because of a change in carriers.</b>	
	<b>Account Management / Customer Service</b>		
26	Proposer agrees to provide documents for electronic distribution in an ADA-compliant format.	<b>Yes. Certificates are made available to the employer via the NIS Client website. If we are the awarded carrier, we would be happy to work with the county on your ADA compliance needs regarding certificate booklets.</b>	
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.	

**Project Specific Vendor Questionnaire**  
**Group Long Term Disability Insurance**

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
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.	<b>Yes. Please see the included Online Capabilities and Online Claims Capabilities. The BOCC can also go to the website below for a demonstration. A Client Service Representative would be happy to walk the County through a demonstration of the site as well.</b> <a href="https://www.screencast.com/t/AGT5ygQcOW">https://www.screencast.com/t/AGT5ygQcOW</a>	
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.	<b>Yes, our secure Client website makes it easy to manage your Long-Term Disability and Short-Term Disability Insurance coverage.</b>  <ul style="list-style-type: none"> <li align="center">•24/7 online status and review of a claim</li> <li align="center">•Online forms – Easy access to Administrative Insurance forms and Certificates.</li> <li align="center">•Online Administration – Enroll, view and Modify employee information</li> <li align="center">•Generate and Print bills.</li> </ul> <b>Please see Online Value Adds for more information.</b>	

**Project Specific Vendor Questionnaire**  
**Group Long Term Disability Insurance**

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
<b>33</b>	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.	<b>We offer 24/7 online claims management where you and your employees can review the status of a claim or payment. Claimants can access information about their three (3) most recent benefit payments online.</b>	
<b>34</b>	Proposer agrees to submit financial reporting as detailed in Performance Guarantees.	<b>Please see included Performance Guarantees.</b>	
<b>Standard Reporting</b>			
<b>35</b>	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.	<b>Yes.</b>	
	a) Customer call log detailing type of call and resolution	<b>We do not currently track this information.</b>	
	b) Utilization	<b>Yes.</b>	
	c) Group plan activity	<b>Yes.</b>	
	d) Claims to Premium	<b>Yes.</b>	
	e) Claims experience	<b>Yes.</b>	
	f) Claims duration by closure reason	<b>Yes. A claims duration by closure reason report can be provided, via secure email, on a semi-annual basis.</b>	
<b>Plan Specific Details</b>			
<b>36</b>	Proposer agrees to administer a written appeals process for reconsideration of any denied benefits.	<b>Yes.</b>	
<b>37</b>	Proposer agrees to resolve all appeals within 30 days of receipt of completed documentation.	<b>Yes.</b>	



**Project Specific Vendor Questionnaire**  
**Group Long Term Disability Insurance**

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
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.	
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                     *Diann Thumser*                    

**Diann Thumser**

**Vice President, Madison National Life Insurance Company, Inc.**

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



## Addendum Acknowledgment

Madison National Life acknowledges the receipt of Addendum 1, Addendum 2, and Addendum 3.

**Diann Thumser**  
Name

**Vice President**  
Title

*Diann Thumser*  
Signature

11/4/19  
Date

**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.

**Public Entities Crimes Certification:**

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

- The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

**Scrutinized Companies List Certification:**

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor hereby certifies that: (check each box)

- The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

<b>Diann Thumser</b>	<b>Vice President</b>	<b>11/1/19</b>
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name: **Madison National Life Insurance Company, Inc.**

\* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and



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

**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: Diann Thumser Date: 11/1/19**

**Title: Vice President**

**Vendor Name: Madison National Life Insurance Company, Inc.**

Supplier: Ochs Inc.

## 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).

Diann Thumser	Vice President	Madison National Life Insurance Company, Inc.	11/1/19
<b>Authorized Signature/Name</b>	<b>Title</b>	<b>Vendor Name</b>	<b>Date</b>



**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).

**Madison National Life Insurance Company, Inc.**

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.

**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: Madison National Life Insurance Company, Inc.**

**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: **Diann Thumser**

Title: **Vice President**

Vendor Name: **Madison National Life Insurance Company, Inc.**

Date: **11/1/19**

**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
Standard Instructions to Vendors	If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the Board's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.	If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the Board's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.
Standard Certifications Form	If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the Board's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.	If selected as a finalist, Madison National Life's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language, including those provided in this RFP, and provide a list of items to discuss with the Board's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.



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**Vendor Name: Madison National Life Insurance Company, Inc.**

**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).

**Diann Thumser**  
**AUTHORIZED SIGNATURE/ NAME**

**Vice President**  
**TITLE**

**11/1/19**  
**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.						
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total

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

Yes  No

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

**Vendor Name: Madison National Life Insurance Company, Inc.**

**Diann Thumser**  
Authorized Signature/Name

**Vice President**  
Title

**11/1/19**  
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.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Grand  
Total

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: Madison National Life Insurance Company, Inc.**

**Diann Thumser**  
Authorized Signature/Name

**Vice President**  
Title

**11/1/19**  
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: **Madison National Life Insurance Company, Inc.**

Vendor's address listed in its submittal is:

**1241 John Q. Hammons Drive**

**Madison, WI 53717**

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.

<b>Diann Thumser</b>	<b>Vice President</b>	<b>Madison National Life Insurance Company, Inc.</b>	<b>11/1/19</b>
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:

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.

<b>Diann Thumser</b>	<b>Vice President</b>	<b>Madison National Life Insurance Company, Inc.</b>	<b>11/1/19</b>
<b>AUTHORIZED SIGNATURE/NAME</b>	<b>TITLE</b>	<b>COMPANY</b>	<b>DATE</b>

**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: **National Insurance Services of WI, Inc.**

Subcontracted Firm's Address: **250 S Executive Drive #300, Brookfield, WI 53005**

Subcontracted Firm's Telephone Number: **800-392-7295**

Contact Person's Name and Position: **Jess Grinsteinner, Sales Representative**

Contact Person's E-Mail Address: **JGrinsteinner@ochsinc.com**

Estimated Subcontract/Supplies Contract Amount: **\$730,605**

Type of Work/Supplies Provided: **Premium collection and underwriting services.**

2. Subcontracted Firm's Name:

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address: