

**Bid Tabulation Packet  
for  
Solicitation GEN2118079P2**

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

**Bid Designation: Public**



**Broward County Board of County Commissioners**

## Prudential Financial

**Bid Contact** Julie Anderson  
 julie.anderson@prudential.com  
 Ph 973-548-3718

**Address** 80 Livingston Avenue, ROS 3  
 Roseland, NJ 07068

**Bid Notes** Thank you for this opportunity to support your Long Term Disability benefits. After living in Broward County for 18 years and continuing to spend much of my time there now, I'm especially excited for this chance.

We are hopeful that you will see value in our offering, not just in pricing, but with our excellent service model and benefit value-adds that support your employees during a difficult time. Along with our superior claim service, we are confident that our administrative capabilities would be an excellent fit to support your benefits team. We appreciate your consideration in the exciting opportunity.

Thank you,  
 Christopher Murray  
 National Sales Executive | Group Benefits, National Accounts  
 The Prudential Insurance Company of America  
 80 Livingston Ave. | Roseland, NJ 07068  
 C (786) 208-2747  
 Christopher.Murray@Prudential.com

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
GEN2118079P2--01-01	Total Group Long Term Disability Insurance	Supplier Product Code:	First Offer - \$0.568	1 / lump sum	\$0.568	Y Y
Supplier Total					\$0.568	

**Prudential Financial****Item: Total Group Long Term Disability Insurance****Attachments**

FINAL · Pricing\_Worksheet\_GEN2118079P2.xlsx

FINAL · Evaluation\_Criteria\_Response\_Form,\_GEN2118079P2.pdf

FINAL · PerformanceMeasures,\_GEN2118079P2.docx

FINAL · Plan\_Design\_Questionnaire,\_GEN2118079P2.docx

FINAL · Project\_Specific\_Vendor\_Questionnaire,\_GEN2118079P2.docx

FINAL · Redline Version · Broward County MSA.docx

FINAL · Subcontractors-Subconsultantss-Suppliers Requirement Form.docx

FINAL · Exception- Litigation History Form.docx

FINAL · Vendor Reference Verification Form.docx

Prudential 2017 Annual Report.pdf

Prudential 2018 Annual Report.pdf

Executive Summary- BCBOCC.pdf

Prudential LTD Rate Exhibit\_ Broward County Board of County Commissioners.xlsm

Prudential LTD Summary\_ Broward County Board of County Commissioners.docx

Prudentials Rate Exhibit- Broward County Board of County Commissioners.xlsm

Prudentials Underwriting Assumptions- Broward County Board of County Commissioners.docx

## 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	\$0.180	\$3,878.28
40-49	666	\$3,248,200.00	\$0.328	\$10,654.10
50-59	994	\$5,028,000.00	\$0.656	\$32,983.68
60-64	363	\$1,925,500.00	\$0.914	\$17,599.07
65+	121	\$597,000.00	\$1.101	\$6,572.97
<b>TOTAL LONG TERM DISABILITY INSURANCE 2 YEAR COST</b>				<b>\$1,720,514.30</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>	
<b>Vendor Address</b>	
<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>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><u>Points Value: 3</u></b></p>	
<p>2b. List Key Members of proposed Account Team who will provide professional, customer service, and/or technical support services on this contract. Include:</p> <ul style="list-style-type: none"> <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><u>Points Value: 3</u></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><u>Points Value: 3</u></b></p>	
<p>2d. Provide a list of the governmental and/or public entities, similar or greater in size (number of insured) to Broward County, that the Company has provided long term disability insurance coverage and related services for over the last five years.</p> <p>Vendor should provide references for similar work performed to show evidence of qualifications and previous experience. Refer to <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><u>Points Value: 3</u></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> <ul style="list-style-type: none"> <li>i. Include location, hours of operation, and duties of any call centers</li> <li>ii. Does the proposing company offer a toll-free and local telephone number to members?</li> <li>iii. Describe any web-based services available to members.</li> <li>iv. Describe call-center &amp; customer service metrics monitored.</li> </ul> <p><b>Points Value: 5</b></p>	
<p>3b. Describe the proposing company’s overall client service strategy.</p> <ul style="list-style-type: none"> <li>i. Will the client be provided an administrative manual?</li> <li>ii. Describe any web-based tools available to the client (e.g. report generation, death claim reporting, etc.).</li> </ul> <p><b>Points Value: 5</b></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><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> <ul style="list-style-type: none"> <li>i. Describe the role of the Implementation Manager.</li> <li>ii. Describe the interaction between the Implementation Manager and the County’s Benefits staff.</li> <li>iii. Describe, in detail, your company’s timeline for implementation.</li> </ul> <p><b>Points Value: 5</b></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><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>5b. Performance Guarantees</p> <p><b><u>Points Value: 10</u></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>6b. Maximum Benefit</p> <p><b><u>Points Value: 5</u></b></p>	
<p>6c. Return to Work Provision</p> <p><b><u>Points Value: 4</u></b></p>	

<p>6d. Guaranteed Open Enrollment at Inception of Agreement</p> <p><b>Points Value: 4</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>	

# Vendor Questionnaire Form

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

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

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

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

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

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

## Performance Measures Group Long Term Disability Insurance

<b>Proposer's Name:</b>	<b>The Prudential Insurance Company of America</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?	No	Please refer to Exhibit A for our performance guarantees.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	No	Our performance guarantees and amount at risk are included as Exhibit A.

## Performance Measures

### Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
<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>	No	Please refer to Exhibit A for our performance guarantees.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	No	Our performance guarantees and amount at risk are included as Exhibit A.
<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>	No	Please refer to Exhibit A for our performance guarantees.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	No	Our performance guarantees and amount at risk are included as Exhibit A.

## Performance Measures

### Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
4	<b>Abandonment Rate:</b> 95% of all telephone calls in queue will connect to a customer service representative. (Measured and reported quarterly)	No	Please refer to Exhibit A for our performance guarantees.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	No	Our performance guarantees and amount at risk are included as Exhibit A.
5	<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)	No	Please refer to Exhibit A for our performance guarantees.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	No	Our performance guarantees and amount at risk are included as Exhibit A.

**Performance Measures**  
Group Long Term Disability Insurance

	<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>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)	No	Please refer to Exhibit A for our performance guarantees.	0.50% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	No	Our performance guarantees and amount at risk are included as Exhibit A.
<b>7</b>	<b>Service Meetings:</b> Semiannual meetings will be prescheduled to review plan performance and service delivery. (Measured and reported semiannually.)	No	Please refer to Exhibit A for our performance guarantees.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year, semiannually.	No	Our performance guarantees and amount at risk are included as Exhibit A.
<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)	No	Please refer to Exhibit A for our performance guarantees.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	No	Our performance guarantees and amount at risk are included as Exhibit A.

## Performance Measures Group Long Term Disability Insurance

	Performance Measure	Agree to Measure: Yes/No	If No, Propose Acceptable Performance for Measure:	Proposed Deduction	Agree to Deduction: Yes/No	If No, Propose Deduction for Measure
<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)	No	Please refer to Exhibit A for our performance guarantees.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year, per quarter.	No	Our performance guarantees and amount at risk are included as Exhibit A.
<b>10</b>	<b>Claim Financial Accuracy:</b> Financial accuracy standard will be 95% of COUNTY specific claims. (Measured and reported annually)	No	Please refer to Exhibit A for our performance guarantees.	0.25% of cumulative total sum of premiums paid during the applicable Contract Year.	No	Our performance guarantees and amount at risk are included as Exhibit A.
<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>	No	Please refer to Exhibit A for our performance guarantees.	0.50% of cumulative total sum of premiums paid during the applicable Contract Year.	No	Our performance guarantees and amount at risk are included as Exhibit A.

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

## Performance Measures Group Long Term Disability Insurance

**SAMPLE - Annual Satisfaction Assessment Tool**

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

**Rating Scale**

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

## Plan Design Questionnaire

### Group Long Term Disability Insurance

	Long Term Disability Insurance Benefits	Response:
1.	Long Term Disability Benefit: <b>XX</b> % of the first \$ <b>XX</b> of Predisability Earnings, reduced by income.	%: 60% \$: \$10,000
2.	Long Term Disability Benefit Maximum before reduction by Deductible Income:	\$: \$6,000
3.	Long Term Disability Benefit Minimum:	\$: \$100
4.	Benefit Waiting Period:	Service Waiting Period: None
5.	Maximum Benefit Period:	SSNRA
6.	Briefly describe Proposer's Evidence of Insurability process.	<p>Web-based platforms for online submission and processing are available. Our dedicated EOI Connect project manager will work with Broward County Board of Commissioners' representatives to manage implementation and ensure a smooth transition to online EOI processing.</p> <p>Broward County Board of Commissioners can choose EOI Connect or EOI Self-Connect:</p> <ul style="list-style-type: none"> <li>• <b>EOI Connect:</b> Online EOI screening website that allows employees to provide EOI online in real time for themselves and for a spouse or domestic partner when required.</li> <li>• <b>EOI Self-Connect:</b> If Broward County Board of Commissioners is unable to create a real-time connection, we can provide employees with a URL to our EOI site. Broward County Board of Commissioners will send us a file with those applicants (and employee email addresses) needing EOI after enrollment. We then ask employees to self-register on our website.</li> </ul> <p>Employees who fall within our underwriting parameters are instantly approved. If more information is needed for the employee, additional medical questions are completed online. Employees will receive the Long Form decision by email, text or letter.</p>
7.	Does Proposer offer waiver of premium benefits?	Yes.

**Plan Design Questionnaire**  
Group Long Term Disability Insurance

8.	Briefly describe Proposer's definition of Disability.	<p>A person is considered disabled under a Prudential LTD plan when:</p> <ul style="list-style-type: none"> <li>• they are unable to perform the material and substantial duties of their regular occupation because of sickness or injury, and</li> <li>• have a 20% or more loss in monthly earnings due to that sickness or injury, and</li> <li>• are under the regular care of a doctor.</li> </ul> <p>After the 60-month (Class 1) or the 24-month (Class 2) regular occupation period, that person is considered disabled if they:</p> <ul style="list-style-type: none"> <li>• due to that same sickness or injury, cannot perform the duties of any <i>gainful occupation</i> for which they are suited;</li> <li>• still need to be under the regular care of a doctor.</li> </ul> <p>By <i>regular occupation</i>, we mean the occupation a person routinely performs when disability begins. Prudential looks at an occupation as it is normally performed, rather than how work tasks are performed for a specific employer or at a specific location.</p> <p>We define <i>gainful occupation</i> as an occupation, including self-employment, that is or can be expected to provide a person with an income, within 12 months of return to work, that exceeds the benefit percentage times the person's indexed monthly earnings, if not working; or, as an option, a higher percentage, if working.</p>
9.	Does Proposer offer a Return to Work Incentive? If so, briefly describe.	<p>Yes. The LTD plan being quoted includes the Return-to-Work provision, which applies to an employee who returns to work under the partial disability provision and earns at least 20% but not more than 80% of indexed pre-disability income.</p>

## Plan Design Questionnaire

### Group Long Term Disability Insurance

		During the first 12 months of partial disability benefits, employees will be entitled to receive the full LTD benefit that would have been received had they been totally disabled. If the sum of the LTD benefit and the employee's partial disability earnings exceeds 100% of indexed pre-disability income, the LTD benefit will be reduced by that excess amount.
<b>10.</b>	Does Proposer offer a Rehabilitation Plan Provision? If so, please state the increased benefit proposed.	Yes. We offer an optional Enhanced Rehabilitation provision that includes Spouse/Elder Care and Day Care benefits. Our contract can provide benefits during rehabilitation, as it provides a rehabilitation payment equal to 10% of a claimant's monthly benefit payment for a maximum of six months. Benefits are available while a claimant is receiving disability benefits from Prudential and participating in an approved vocational rehabilitation program.
<b>11.</b>	Briefly describe how Predisability Earnings are calculated.	For LTD, we consider monthly earnings to be an employee's gross monthly income from in effect just prior to the employee's date of disability. These earnings do not include income received from commissions, bonuses, overtime pay, or any other extra compensation, or income received from sources other than Broward County Board of County Commissioners.  If a person becomes disabled while on a covered layoff or leave of absence, we look at their monthly earnings just before the date on which the absence begins.
<b>12.</b>	Does Proposer offer a Survivors Death Benefit? If so, please describe.	Yes. We are offering a Survivor Benefit at 3X gross monthly benefit.
<b>13.</b>	List any disabilities excluded from coverage.	3/12 pre-existing condition applies.
<b>14.</b>	Does Proposer's plan design list any disabilities subject to limited pay periods? If so, please explain.	Lifetime limit of 24 months for Mental Nervous, (includes Drug/Alcohol) applies.
<b>15.</b>	Does Proposer offer an electronic claim filing system?	Yes. Prudential works with several TPAs and/or other carriers to coordinate STD and LTD activity. Customers may present unique and/or customized workflows needed to share data

## Plan Design Questionnaire

### Group Long Term Disability Insurance

		<p>and information for the transition of STD to LTD claims. We recommend that the TPA/carrier send a transition report to a secure Prudential email address. We will then work with Broward County of Commissioner's carrier to customize the report so that it provides the data needed for us to initiate an LTD claim in our system.</p> <p>Once we receive the report, we will follow our process for evaluating LTD claims. If the carrier has the capability, we will also ask that they provide claimants with a joint authorization form at a specific point in the LTD elimination period. This authorization will allow the carrier to share any medical information they obtained for the STD claim with Prudential, potentially eliminating the need to immediately request medical information for LTD.</p>
<b>16.</b>	Briefly describe the timeline for receiving notice of a decision on a claim.	Our performance standard for standalone LTD claims is for 93% of initial decisions to be rendered within 45 days of the date on which a complete claim was received. Claims are considered received upon receipt of applicable documentation from the claimant, employer, and physician.
<b>17.</b>	Briefly describe, if claim is approved, how/when payments will be received by the member.	<p>We issue LTD payments approximately five working days before the end of each month as payment for that month.</p> <p>Claimants have the option to receive payment via electronic funds transfer (direct deposit) or a paper check. Customers can view payment information through our secure website.</p>
<b>18.</b>	Briefly describe the review procedure for denied claims.	<p>When an LTD claim is denied or terminated, we send a letter to the claimant that includes:</p> <ul style="list-style-type: none"> <li>• The reason(s) for the decision;</li> <li>• Descriptions of the applicable plan provision(s), review procedures, and time limits;</li> <li>• Information regarding what may be needed for claim approval; and</li> </ul>

## Plan Design Questionnaire

### Group Long Term Disability Insurance

		<ul style="list-style-type: none"> <li>• State-specific Department of Insurance information.</li> </ul> <p>Claimants have the right to file an appeal within 180 days of receipt of the notification. The appeal should be submitted in writing following the procedure outlined in our notification letter. While submitting added documentation and medical evidence with the appeal request is optional, we encourage claimants to do so.</p> <p>Some plans are not governed by ERISA but are regulated by state insurance regulations. We comply with these state regulations as they relate to the claims and denial process. Also, various states have provisions that call for carriers to alert claimants regarding their right to contact the State Department of Insurance.</p>
<p><b>19.</b></p>	<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>With financial wellness a growing concern for employers, we offer a full suite of solutions that helps employees grow and protect their assets:</p> <ul style="list-style-type: none"> <li>• <b>Self-assessment:</b> helping them discover where they may want to enhance their financial wellbeing.</li> <li>• <b>Digital education center:</b> providing an online experience that combines learning and financial tools like budgeting with personalized content.</li> <li>• <b>Educational workshops</b> (Prudential Pathways®): delivering tailored information, on-site or online.</li> <li>• <b>Personalized, one-on-one coaching:</b> offering a high-touch experience for those who want more guidance.</li> <li>• <b>Student loan assistance:</b> guiding them with online education, virtual counseling, and a tool that lets employees generate personalized repayment scenarios.</li> <li>• <b>One-on-one planning</b> (LINK by Prudential): providing a personalized experience that learns about an employee and connects them with solutions and financial professionals to help achieve their goals.</li> <li>• <b>PruPassages<sup>SM</sup></b> transition services: offering proactive outreach from a licensed financial</li> </ul>

**Plan Design Questionnaire**  
Group Long Term Disability Insurance

		<p>professional to help with portability and conversion.</p> <ul style="list-style-type: none"><li>• <b>Health and Productivity Analytics and Consulting Practice (HPAC):</b> providing analytics that lead to practical solutions for maximizing productivity and minimizing absence.</li></ul>
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## Project Specific Vendor Questionnaire Group Long Term Disability Insurance

<b>Proposer's Name:</b>	<b>The Prudential Insurance Company of America</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:

		<b>Comply/Agree: Yes/No</b>	<b>If No, BRIEFLY explain why.</b>
	<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.	Yes	
<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.	Yes	
<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).	Yes	
<b>4</b>	Proposer agrees to accept Employee eligibility as defined in the Scope of Services, General Information, & Specifications.	Yes	

## Project Specific Vendor Questionnaire

### Group Long Term Disability Insurance

		<b>Comply/Agree: Yes/No</b>	<b>If No, BRIEFLY explain why.</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>	Yes	<p>Please Note:</p> <p>Prudential’s standard offer assumes that all covered employees are U.S. Employees residing in the United States.</p> <p>Any foreign exposure must be approved by Underwriting before coverage will be offered.</p> <p>Currently no Canadian lives were identified on the Census.</p>
<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>	Yes	
<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>	Yes	

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

		<b>Comply/Agree: Yes/No</b>	<b>If No, BRIEFLY explain why.</b>
<b>8</b>	Proposer agrees that the County will not guarantee a minimum number of participants.	No	Prudential's 25% participation requirement applies.
<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.	No	Prudential agrees to accept all insured enrolled in the current Program as disclosed on the RFP Census. Actively at work applies and 3/12 Pre-ex applies. Service Waiting Period: None.
<b>10</b>	Proposer agrees to provide a Certificate of Insurance and a Group Policy document within 60 calendar days after approval from County.	Yes	
<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.	Yes	
<b>12</b>	Proposer agrees to a premium rate guarantee for the initial two (2) years of the contract. Rate caps will not be accepted.  <i>(Rates must be entered into BidSync as a lump sum total for two years. Entered rates must match the supplied price worksheet, as calculated.)</i>	Yes	We are offering a 3-year rate guarantee.
<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.	Yes	

**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.	Yes	Please Note: Our quoted proposal is net of commissions.
<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.	Yes	
<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.	Yes	
<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.	Yes	
	<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.	Yes	
	<b>Plan Specific Details</b>		
<b>19</b>	Proposer has submitted a specimen policy that lists any limitations or exclusions of the proposed plan.	Yes	A sample contract is included as Exhibit 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:



\_\_\_\_\_

## 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.	Yes	
<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.	Yes – for locations with at least 50 attendees.	
	<b>Eligibility Files / Billing</b>		
<b>22</b>	Proposer agrees to accept County enrollment processes including verification of dependent status.	Yes	
<b>23</b>	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	
<b>24</b>	Proposer agrees to use a secure method to exchange files to and from third party vendors outside of Proposer’s organization.	Yes	
<b>25</b>	Proposer agrees to waive all medical evidence requirements for existing plan participants at existing benefit levels.	Yes	Note: EOI will apply to late entrants only.
	<b>Account Management / Customer Service</b>		
<b>26</b>	Proposer agrees to provide documents for electronic distribution in an ADA-compliant format.	Yes	

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

		<b>Comply/Agree: Yes/No</b>	<b>If No, BRIEFLY explain why.</b>
<b>27</b>	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 – The County will have a designated Account Executive assigned.	
<b>28</b>	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	
<b>29</b>	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	
<b>30</b>	Do you have a demonstration site and/or demo login credentials? If so, please indicate the web address and provide instructions to preview the website below.	Yes. We are happy to provide a demonstration site and login credentials if we are named a finalist.	
<b>31</b>	Proposer agrees to provide assistance, technically and creatively, in the ongoing development of employee communication materials (print and video).	Yes. Additional charges may apply depending on the level of assistance and development.	
<b>32</b>	Proposer agrees to provide access to an Employer Portal to allow designated Benefits staff to view and update eligibility, access plan and marketing material, view status of claims, view Evidence of Insurability status, benefit payments, attach documents to a claim, run reports, download forms, access plan documents, and send secure through a Secure Message function.	Yes	

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

		<b>Comply/Agree: Yes/No</b>	<b>If No, BRIEFLY explain why.</b>
<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.	Yes. However, a Secure Message function is not available.	
<b>34</b>	Proposer agrees to submit financial reporting as detailed in Performance Guarantees.	Yes	
	<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.	Yes	
	a) Customer call log detailing type of call and resolution	Yes	
	b) Utilization	Yes	
	c) Group plan activity	Yes	
	d) Claims to Premium	Yes	
	e) Claims experience	Yes	
	f) Claims duration by closure reason	Yes	
	<b>Plan Specific Details</b>		
<b>36</b>	Proposer agrees to administer a written appeals process for reconsideration of any denied benefits.	Yes	

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

		<b>Comply/Agree: Yes/No</b>	<b>If No, BRIEFLY explain why.</b>
<b>37</b>	Proposer agrees to resolve all appeals within 30 days of receipt of completed documentation.	No	<ul style="list-style-type: none"> <li>Decisions on the first appeal within 45 days of receipt of the appeal. This period may be extended by another 45 days after the first appeal determination period if we determine that special circumstances call for an extension. A written notice of the first appeal extension is sent to the claimant within the initial 45-day period; it states the reason for the extension and the date on which the Appeals Review Unit expects to render a decision.</li> </ul>
<b>38</b>	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	
<b>39</b>	Proposer agrees to prepare language for amendments to the Certificate of Coverage and Policy due to legislative or other changes.	Yes	
<b>40</b>	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	
<b>41</b>	Proposer agrees to assist disabled claimants with filing for Social Security benefits.	Yes	

## Project Specific Vendor Questionnaire Group Long Term Disability Insurance

		Comply/Agree: Yes/No	If No, BRIEFLY explain why.
<b>42</b>	Proposer agrees that work earnings will be defined as: earnings from Employer, any other employer, or self-employment, and any sick pay, vacation pay, annual or personal leave pay or other salary continuation earned or accrued while working.	Yes	

**Please confirm Proposer's agreement to comply with each one of the Negotiable Items #20-42 by**

signing here: Proposer's Signature \_\_\_\_\_



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



**AGREEMENT BETWEEN BROWARD COUNTY AND THE PRUDENTIAL INSURANCE COMPANY OF AMERICA FOR GROUP LONG TERM DISABILITY INSURANCE FOR BROWARD (RFP # GEN2118079P2)**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and The Prudential Insurance Company of America, a New Jersey corporation (“Insurer”) (collectively referred to as the “Parties” and individually as a “Party”).

**RECITALS**

A. Broward County seeks to sponsor a group long term disability insurance plan to provide group long term disability insurance to benefit eligible employees.

B. Broward County seeks the services of an entity that can provide such a group long term disability insurance plan in a first-class, cost-effective manner.

C. [REDACTED] was selected through a competitive solicitation and procurement process to provide such a group long term disability insurance plan.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Contract Administrator** means the Director of the Broward County Human Resources Division, or such other person designated by same in writing.
- 1.3. **County Administrator** means the administrative head of County appointed by the Board.
- 1.4. **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.5. **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of Section 1-81, Broward County Code of Ordinances.
- 1.6. **County Employee** means a benefit-eligible employee of County.
- 1.7. **Member** means a County Employee that has elected to participate in the group long term disability insurance plan.
- 1.8. **Purchasing Director** means County’s Director of Purchasing as appointed by the Broward County Administrator.
- 1.9. **RFP** means the Request for Proposals for Group Long Term Disability Insurance, RFP # GEN2118079P2.

1.10. **Services** means the long term disability insurance services provided to Members, pursuant to this Agreement, under the Policy and Certificate of Insurance set forth in Exhibit A.

1.11. **Subcontractor** means an entity or individual exclusively providing services to County through Insurer for all or any portion of the work under this Agreement. The term “Subcontractor” shall include all subconsultants.

## ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	<b>Policy and Certificate of Insurance</b>
<b>Exhibit B</b>	<b>Premium Rates</b>
<b>Exhibit C</b>	<b>Performance Measures</b>
<b>Exhibit D</b>	<b>Minimum Insurance Coverages</b>

## ARTICLE 3. SCOPE OF SERVICES

3.1. Policy and Certificate of Insurance. Insurer shall provide long term disability insurance to Members pursuant to the long term insurance plan policy set forth in Exhibit A (“Policy”). The Policy describes the benefits provided and the limitations of this Agreement. Insurer shall provide a certificate of insurance in the form set forth in Exhibit A to Members (“Certificate of Insurance”). Nothing in the Policy or Certificate of Insurance is intended to change or void the terms of this Agreement. . The insurance coverage terms must be contained in, and are governed by, the Group Insurance contract filed with and/or approved by state insurance regulators. Therefore, the Group Insurance contract terms must prevail over all other documents for all insurance matters. Should there be any discrepancies between our Group Insurance contract provisions and any other documents including, without limitation, the proposal, the terms of the Group Insurance contract will control.

3.2. Notice of Judgment or Final Order. Insurer must give notice to County of any judgment or final order rendered by the Florida Department of Financial Services, the Florida Office of Insurance Regulations, any federal or other state agency, or any court of law, finding that any of the specific insurance plans or programs provided pursuant to this Agreement are inconsistent or fail to comply with any applicable federal or state law requirement or regulation. Insurer must also give County notice of any corrective action plan imposed by any state or federal agency, including without limitation by the Florida Department of Financial Services or the Florida Office of Insurance Regulations, concerning any insurance plan or program Insurer provides under this Agreement. The notice required by this section must be provided within thirty (30) days after the judgment or final order is rendered or the corrective action plan is imposed, whichever the case may be, in accordance with Section 12.9 of this Agreement.

#### **ARTICLE 4. TERM**

4.1. Term. The initial term of this Agreement will commence on July 1, 2020 (“Effective Date”) and expire June 30, 2022. unless sooner terminated. Each annual period is referred to as a “Contract Year.”

4.2. Extensions. This Agreement can be renewed for up to two (2) additional renewal terms upon the written consent of both County and Insurer (each renewal period is individually a “Renewal Term” and collectively “Renewal Terms”). County’s Purchasing Director is authorized to exercise renewal options if the same terms and conditions in effect during the immediately preceding term are accepted by Insurer (as provided below). If this Agreement is renewed, the first Renewal Term will be for a term of two (2) years, from July 1, 2022, through June 30, 2024 (the First Renewal Term”). If the Agreement is renewed for a second Renewal Term, the second Renewal Term shall be for a term of one (1) year, from July 1, 2024, through June 30, 2025 (the “Second Renewal Term”). Insurer shall give County notice at least two hundred seventy (270) days prior to the expiration of the then existing term that Insurer either accepts renewal on the same terms and conditions in effect during the then existing term, or that Insurer requests an increase in premium rates for the Renewal Term. If Insurer fails to timely provide such notice, Insurer shall be conclusively deemed to have accepted renewal on the same terms and conditions in effect during the then existing term. Notwithstanding the foregoing, County shall have the right, by and through its Purchasing Director, and at his or her sole discretion, to unilaterally extend the then-current term of this Agreement on a month to month basis for up to a maximum of six (6) months (“Extension Term”). The Purchasing Director may exercise this extension option by written notice stating the duration of the Extension Term, which notice shall be provided to Insurer at least thirty (30) days prior to the end of the then-current term. Any Extension Term shall be on the same terms and conditions as existed during the then-current term.

4.3. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

#### **ARTICLE 5. PREMIUM RATES**

5.1. Premium Rates. The maximum premium rates to be charged by Insurer, unless modified pursuant to Section 5.2, are set forth in Exhibit B (“Premium Rates”).

5.2. Modifications to Premium Rates. County recognizes that changes to federal and state laws may mandate coverage changes that result in adjustments to the Premium Rates. Therefore, if an adjustment to the Premium Rates is required due to changes in federal or state law, and such adjusted Premium Rates are endorsed by the Department of Financial Services for the State of Florida, County and Insurer shall amend this Agreement, upon mutual agreement, to reflect any agreed adjustment to Premium Rates. County reserves the right to terminate this Agreement for convenience if the Parties are unable to agree on an adjustment to the Premium Rates.

## ARTICLE 6. PERFORMANCE MEASURES

6.1. Performance Measures. Insurer shall meet the performance measures set forth in Exhibit C (“Performance Measures”) in performing services under this Agreement. Insurer shall submit performance reports to County within forty-five (45) days after the conclusion of the applicable measurement period set forth on Exhibit C.

We have included our performance guarantees and amount at risk as Exhibit A

6.2. Extension Request. Insurer may request an extension of any Performance Measure deadline stated in Exhibit C. Such request shall be submitted in writing to the Contract Administrator no less than five (5) business days before the deadline, unless the need for an extension could not reasonably be foreseen by Insurer or the Contract Administrator determines that the need for an extension happened for a reason beyond Insurer's control. If the need for an extension could not be reasonably foreseen by Insurer, Insurer shall submit a request for an extension as soon as reasonably possible, but in no event later than five (5) business days after occurrence of the event giving rise to the extension request. If the Contract Administrator determines that the request for an extension is based upon extenuating circumstances or other causes beyond Insurer's control, approval of the request shall not be unreasonably withheld by County. Insurer's written request must identify the section of Exhibit C to which the request applies and the reasons why the deadline could not be met. An extension request approved by County can be for such additional time period as County deems appropriate. County shall give notice to Insurer of its decision on an extension request within three (3) business days after receipt of Insurer's request.

6.3. Retention Invoices. If after receipt and review of all quarterly and annual performance reports provided by Insurer as required by Section 6.1 and described on Exhibit C, County, through its Contract Administrator, finds that Insurer has failed at any time to meet any Performance Measure, County will submit a written invoice to Insurer detailing the date(s), Member name(s) and identification number(s), if applicable, alleged Performance Measure failure(s), and the total amount of deductions attributable to such failure(s) due County in accordance with Exhibit C. Unless Insurer files an appeal in strict accordance with the requirements of Section 6.4, Insurer must pay County the amount set forth on the invoice within twenty (20) days after the date of County's invoice. If no such appeal is filed and Insurer fails to timely pay the invoice, County may set off and deduct the invoice amount from County's next premium payment. This section shall survive the expiration or earlier termination of this Agreement.

6.4. Appeal. Insurer may appeal County's written notice of failure to meet Performance Measures within ten (10) days after the date of the notice. The appeal must be in writing to the Purchasing Director and must state the reasons why the deductions should be reduced or not assessed. If the appeal is not resolved by mutual agreement, the Purchasing Director shall promptly issue a decision in writing after consulting with the Office of the County Attorney. The decision shall state the reasons for the action taken and, if the appeal is denied in whole or in part, the decision shall inform Insurer of its right to administrative review. If Insurer disagrees with the decision of the Purchasing Director, Insurer may seek administrative review by filing a  
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written request for administrative appeal with the Purchasing Director no later than ten (10) days after the decision by the Purchasing Director is issued. County and Insurer agree that the administrative appeal procedures shall be those set forth in Section 21.120 of the Broward County Procurement Code, as amended. If County's finding that Insurer failed to meet the identified Performance Measure(s) is sustained on appeal, County may deduct the amount set forth on the invoice from County's next premium payment.

## **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

7.1. Representation of Authority. Insurer represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Insurer, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Insurer has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Insurer. Insurer further represents and warrants that execution of this Agreement is within Insurer's legal powers, and each individual executing this Agreement on behalf of Insurer is duly authorized by all necessary and appropriate action to do so on behalf of Insurer and does so with full legal authority.

7.2. Licensure and Authorization. Insurer warrants and guarantees that it is properly licensed and authorized to do business in Broward County as required by the laws of the State of Florida, and the administrative rules and regulations of the Florida Department of Financial Services.

7.3. Solicitation Representations. Insurer represents and warrants that all statements and representations made in Insurer's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Insurer executes this Agreement, unless otherwise expressly disclosed in writing by Insurer.

7.4. Contingency Fee. Insurer represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Insurer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.5. Truth-In-Negotiation Representation. Insurer's compensation under this Agreement is based upon its representations to County, and Insurer certifies that the wage rates, factual unit costs, and other information supplied to substantiate Insurer's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Insurer executes this Agreement. Insurer's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.6. Public Entity Crime Act. Insurer represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Insurer further represents that there has been no determination that it committed a "public entity crime" as defined by Section

287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Insurer has been placed on the convicted vendor list.

7.7. Discriminatory Vendor and Scrutinized Companies Lists. Insurer represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Insurer further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

7.8. Warranty of Performance. Insurer represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Insurer represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.9. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Insurer certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

7.10. Breach of Representations. In entering into this Agreement, Insurer acknowledges that County is materially relying on the representations and warranties of Insurer stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Insurer, to deduct from the compensation due Insurer under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Insurer under this Agreement. Furthermore, a false representation may result in debarment from County’s competitive procurement activities.

## **ARTICLE 8. INDEMNIFICATION**

Insurer shall indemnify, hold harmless, and defend County and all of County’s past, present, and future officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Insurer, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). In the event any Claim is brought against an Indemnified Party, Insurer shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County’s

option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Insurer under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County

For our fully insured LTD offerings, we believe a separate indemnification provision is not needed in a Group Disability Insurance contract program. Because the Group Disability Insurance contract is an indemnity contract, the Broward County Board of County Commissioners will be indemnified and held harmless for all claims for program benefits that are payable under the contract.

### **ARTICLE 9. INSURANCE**

9.1. For the duration of the Agreement, Insurer shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit D in accordance with the terms and conditions of this article. Insurer shall maintain insurance coverage against claims relating to any act or omission by Insurer, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

9.2. Insurer shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit D on all policies required under this article.

9.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Insurer shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Insurer shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

9.4. Insurer shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Insurer has been completed, as determined by Contract Administrator. Insurer or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Insurer shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

9.5. Insurer shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

9.6. If Insurer maintains broader coverage or higher limits than the minimum insurance  
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requirements stated in Exhibit D, County shall be entitled to any such broader coverage and higher limits maintained by Insurer. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Insurer.

As expected of a large financial services company, Prudential maintains a variety of insurance programs to satisfy its contractual obligations. For professional liability, fidelity bond and cyber liability, the coverage is secured at the Enterprise level to protect the Enterprise's majority owned subsidiaries. Prudential maintains this coverage with a combination of commercial insurance, deductibles and coinsurance with at least \$5 million in limits and a \$250 million deductible. Upon request, Prudential will work to provide certificates of insurance to match contract terms. Prudential does not release copies of its insurance policies.

9.7. Insurer shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit D and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Insurer shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Insurer to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Insurer agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Insurer agrees to obtain same in endorsements to the required policies.

9.8. Unless prohibited by the applicable policy, Insurer waives any right to subrogation that any of Insurer's insurer may acquire against County and agrees to obtain same in an endorsement of Insurer's insurance policies.

9.9. Insurer shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Insurer under this article. Insurer shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

9.10. In the event Insurer or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Insurer. Insurer shall not permit any Subcontractor to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Insurer shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

9.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit D, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Insurer must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit D.

#### **ARTICLE 10. TERMINATION**

10.1. This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is

necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

Broward County Board of County Commissioners may ask to terminate the group insurance contract by providing Prudential with prior written notice of their intent to terminate or cancel their group insurance contract. There is no minimum notification requirement. The customer will remain liable to Prudential for any accrued and unpaid premium through the effective date of termination or cancellation of the group insurance contract.

Prudential may terminate the contract for the following reasons:

**Nonpayment of Premiums:** If the contract holder does not pay any premium by the end of the Group Contract's grace period, the Group Contract ends when the grace period ends. But the contract holder may request in writing that the Group Contract end at the end of the period for which premiums have been paid or at any time during the grace period. The Group Contract will then end on the requested date, but in no event will it end before the date on which we receive a written request from the contract holder.

**Failure to Maintain Insuring Conditions** (notice requirement may vary by state): On any premium due date, we may end the part of the Group Contract for contributory or non-contributory insurance under a coverage if one or more of the following conditions then exists for that part. We will provide notice to the contract holder of our intent to do so at least 31 days in advance.

10.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

10.2.1. Insurer's failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

10.2.2. If Insurer is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Insurer is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Insurer provides a false certification submitted pursuant to Section 287.135, Florida Statutes; or

10.2.3. By the Contract Administrator for any fraud, misrepresentation, or material misstatement by Insurer in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances.

If County chooses to terminate the Agreement in accordance with this Section 10.2, County shall give Insurer a written notice of termination specifying the grounds for termination and the termination date, which shall not be more than thirty (30) days from the date of County's written notice.

10.3. **Termination by Insurer.** In accordance with applicable Florida law, Insurer may terminate this Agreement for one or more of the following reasons upon such notice as provided by Florida RFP # GEN2118079P2

law

10.3.1. County failed to pay premiums in accordance with the terms of this Agreement or Insurer has not received timely premium payments and Insurer provided County with notice in accordance with this Agreement and Florida law;

10.3.2. County performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this Agreement;

10.3.3. County failed to comply with a material provision of this Agreement that relates to rules for employer contributions of group participation;

10.3.4. Insurer ceases offering this specific Insurer coverage or large group coverage; or

10.3.5. There is no longer any Member who lives or works in the Insurer service area

10.4. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

10.5. In the event this Agreement is terminated for convenience by County, Insurer shall be paid for any Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Insurer acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Insurer, for County’s right to terminate this Agreement for convenience.

10.6. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

#### **ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

11.1. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Insurer shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

11.2. Insurer shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Insurer to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

11.3. Although no CBE goal has been set for this Agreement, County encourages Insurer to give full consideration to the use of CBE firms to perform work under this Agreement.

#### **ARTICLE 12. MISCELLANEOUS**

12.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Insurer to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority under this Agreement in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

12.2. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Insurer in connection with performing Services under this Agreement shall be owned by County and shall be deemed works for hire by Insurer and its agents; in the event the Services are determined not to be a work for hire, Insurer hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Insurer, whether finished or unfinished, shall become the property of County and shall be delivered by Insurer to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Insurer may be withheld until all documents are received as provided in this Agreement. Insurer shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s). The policy forms, administrative forms, and other proprietary information and documentation are and will remain the exclusive property of The Prudential Insurance Company of America.

12.3. Public Records. To the extent Insurer is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Insurer shall:

12.3.1. Keep and maintain public records required by County to perform the services under this Agreement;

12.3.2. Upon request from County and subject to the execution of a mutually negotiated audit agreement, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

12.3.4. Upon completion or termination of this Agreement, transfer to County all public records in possession of Insurer or keep and maintain public records required by County to perform the services. If Insurer transfers the records to County, Insurer shall destroy any duplicate public records that are exempt or confidential and exempt. If Insurer keeps and maintains the public records, Insurer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Insurer will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Insurer contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Insurer

must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Insurer as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Insurer. Insurer shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

**IF INSURER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO INSURER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, BENEFITSRECORDS@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 514, FORT LAUDERDALE, FLORIDA 33301.**

12.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Insurer and its Subcontractor that are related to this Agreement. Insurer and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Insurer or its Subcontractor shall make same available in written form at no cost to County.

Insurer and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Insurer hereby grants County the right to conduct such audit or review at Insurer's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Insurer in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Insurer in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Insurer.

Insurer shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

Subject to execution of the appropriate Prudential audit agreement, Broward County Board of County Commissioners or its permitted designate may audit records and/or computer systems related to Broward County Board of County Commissioners' contract. Audits shall be conducted on mutually agreed dates provided those audits do not occur more frequently than once in a 12-month period and do not interfere with Prudential's routine business activities. The cost associated with any audit shall be borne exclusively by Broward County Board of County Commissioners.

12.5. Independent Contractor. Insurer is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Insurer nor its agents shall act as officers, employees, or agents of County. Insurer shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and in the capacity as owner of the Project. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

12.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

12.8. Third-Party Beneficiaries. Neither Insurer nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.9. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Human Resources Division  
Attn: Human Resource Director



FOR INSURER:

The Prudential Insurance  
Company of America

80 Livingston Avenue

Roseland, New Jersey 07068

Attn: General Counsel

Email address: \_\_\_\_\_

12.10. Assignment or Transfer of Right or Interest in Agreement. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, pledged or encumbered by Insurer including by change of control, consolidation, dissolution, or operation of law, without the prior written consent of County, which consent shall be in County's sole discretion. Any purported assignment, transfer, subcontract, or encumbrance in violation of this section will be void. If Insurer violates this provision, County shall have the right to immediately terminate this Agreement, in addition to any remedies at law or in equity.

Either party may assign or delegate any of their obligations under [this Agreement or] the group insurance contract to an affiliate, subsidiary, or to an entity under common control by such party, or pursuant to merger, consolidation or corporate reorganization upon notice to the other party.

12.11. Conflicts. During the term of this Agreement, none of Insurer's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Insurer is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Insurer or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event Insurer is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Insurer shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Insurer.

Insurer agrees that Insurer, including its principals and employees: shall not have or hold any contractual or employment relationship with any of County's fringe benefit providers or any other entities competing to provide fringe benefits or related services to County or its employees in relation to County's employee benefits programs; shall not have a material interest in such providers or entities during the term of this Agreement, including any Extension Term or renewal periods; and shall not have a continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Insurer's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Insurer agrees that Insurer, including its principals and employees, shall not receive any fees, commissions, or other compensation from any of the County's fringe benefit providers or any other entities competing to provide fringe benefits or related services to County or its employees in relation to the County's employee benefits programs.

In the event Insurer utilizes Subcontractors to perform any services required by this Agreement, Insurer shall require such Subcontractors, by written contract, to comply with the provisions of

this section to the same extent as Insurer.

12.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

12.13. Compliance with Laws. Insurer and the Services must comply with all applicable federal and state laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

12.14. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

12.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

12.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

12.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal

court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, INSURER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Insurer.

12.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. In the event Insurer is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Insurer shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at <http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Insurer shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other laws, include in its "Notice of Privacy Practices" notice of Insurer's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Insurer shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

#### 12.22. Payable Interest

12.22.1. Payment of Interest. County shall not be liable to pay any interest to Insurer for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Insurer waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not

apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A, B C, and D are incorporated into and made a part of this Agreement.

12.24. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.25. Use of County Logo. Insurer shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

12.26. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Insurer certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

12.27. Additional Services and Changes in Scope of Services. County or Insurer may request changes that would increase, decrease, or otherwise modify the scope of services to be provided by Insurer under this Agreement. Such changes must be contained in a written amendment, prepared and executed consistent with Section 12.19 of this Agreement entitled "Amendments," prior to any deviation from the terms of this Agreement, including the initiation of any additional services. County shall compensate Insurer for such additional services as mutually agreed to by the Parties.

12.28. Legislative, Regulatory, or Administrative Change. In the event there is a change in a relevant federal or state statute or regulation, the adoption of new federal or state legislation, or a change in any reimbursement system, that is reasonably likely to materially and adversely affect the performance of either party under this Agreement or make this Agreement unlawful, the Parties shall immediately enter into good faith negotiations regarding an amendment or new agreement that complies with the law, regulation or policy and that approximates as closely as possible the position of the Parties prior to the change.

12.29. Living Wage Requirement. If Insurer is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Insurer agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and Insurer shall fully

comply with the requirements of such ordinance. Insurer shall ensure all of its Subcontractors that qualify as “covered employers” fully comply with the requirements of such ordinance.

12.30. Piggyback. Insurer acknowledges that for the term of this Agreement, including any Renewal Terms, other public corporations, entities, or agencies within Broward County, Florida (each, a “Piggyback Entity”) may request to piggyback on the Services offered under this Agreement, on the same terms and conditions set forth in this Agreement. If Insurer receives a request to piggyback on this Agreement, Insurer must provide written notice of the request to County within three (3) days of receipt. If Insurer accepts the request to piggyback, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between Insurer and such Piggyback Entity. County shall have no obligation or liability to Insurer, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the day of \_\_\_\_\_, 20\_\_\_\_, and Insurer, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2019

Insurance requirements approved by Broward County Risk Management Division:

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_ (Date)  
Amanda Tolbert  
Assistant County Attorney

By: \_\_\_\_\_ (Date)  
Danielle French  
Deputy County Attorney

AMT/jc  
Group Long Term Disability.docx  
8/28/2019  
#462611

AGREEMENT BETWEEN BROWARD COUNTY AND [CORPORATE NAME OF INSURER] FOR GROUP  
LONG TERM DISABILITY INSURANCE FOR BROWARD (RFP # GEN2118079P2)

INSURER

WITNESSES:

The Prudential Insurance Company of  
America

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Print Name of Witness above

ATTEST:

\_\_\_\_\_  
Corporate Secretary or other person  
authorized to attest

(CORPORATE SEAL OR NOTARY)

**EXHIBIT A**  
**Certificate of Benefits**

[To be determined; subject to negotiation]

**EXHIBIT B**  
**Premium Rates**

[To be determined; subject to negotiation]

**EXHIBIT C**  
**Performance Measures**

[To be determined; subject to negotiation]

**EXHIBIT D**  
**Minimum Insurance Coverages**

[To be determined; subject to negotiation]



## Subcontractors-Subconsultants-Suppliers Requirement Form

We have engaged third-party vendors to assist with the administration of our group insurance contracts and services. When providing these services for Prudential, some of these vendors and their employees may have direct contact with Broward County Board of County Commissioners and their employees. The extent and frequency of this contact will vary by vendor.

The following types of vendors may have contact with customers and/or their employees.

Vendor Type	Vendor Role
<b>Case Installation</b>	Data entry for case set-up and plan changes.
<b>Group Insurance Services and Support</b>	We may use outside vendors (e.g., printing, mail fulfillment, enrollers, or paramedical vendors) when doing so would be cost efficient and consistent with our service standards.
<b>LTD Claim Support</b>	Outreach by clinicians for LTD mature block claimants.
<b>Medical Evaluation Vendors</b>	Provide Independent Medical Examinations to determine an individual's limitations, abilities, and potential work capacity. A formal neuropsychological evaluation may be requested and provided by a credentialed external clinical resource. These vendors also provide Functional Capacity Evaluations (FCE). We coordinate with customers' FCE network.
<b>Medical Records Retrieval Vendor</b>	Gathers needed medical information identified by the claim manager. The vendor follows up for the information.
<b>Medical Underwriting Data Entry and Customer Service</b>	Provides medical underwriting data entry and status and handles general inquiries.
<b>Paramedical/Medical Records Vendors</b>	Provide paramedical exams and lab tests for the evidence of insurability process.
<b>Record Keeping Services</b>	Provide data entry/administrative support for some recordkeeping processes, such as beneficiary, enrollment, and electronic funds transfer forms.
<b>Social Security Vendor</b>	Provides LTD claimants with Social Security advocacy and assistance.
<b>Vocational Rehabilitation Vendors</b>	Conduct job skill/job fit evaluations, vocational rehabilitation potential testing, and training programs for work and personal care.

All subcontractors/vendors go through a thorough due diligence process, which includes, but is not limited to, information security assessments, privacy reviews, background checks, physical security assessments, and confidentiality agreements.



## Exception - Litigation History Form

While we do have pending litigation, based on information currently known to us, the outcome of all pending litigation and regulatory matters, after consideration of applicable reserves and rights to indemnification, is not likely to have a material adverse effect on our financial position.

For details, please refer to our Investor Relations website at [www.investor.prudential.com](http://www.investor.prudential.com), select *SEC Filings*, and view the *Legal Proceedings* section of Form 10-K.



## Vendor Reference Verification Form

We will be happy to provide the Broward County Board of Commissioners with our Reference Verification Forms upon being reaching the finalist stage. We will approach our references and request permission to provide their contact information, because we have non-disclosure agreements in place with many customers and take the privacy and security of their information seriously.



## Executive Summary

Thank you for the opportunity to review the Broward County Board of County Commissioners' LTD program. Prudential's proposal brings the Broward County Board of County Commissioners our comprehensive LTD product capabilities and experience, as well as our expertise supporting organizations seeking to enhance member experience, while they achieve process efficiencies and cost savings.

### Simplified Disability Claim Management

We continue to invest in the digital experience by offering our claimants two-way texting, DocuSign, and mobile upload of all documents.

Claimants can expect:

- Return-to-work planning beginning at claim intake
- Real-time claim status
- One claim number and one claim decision letter
- Support from vocational specialists, clinicians, behavioral health experts, and physicians



Broward County Board of County Commissioners can expect:

- Access to our Health and Productivity Analytics (HPAC), providing proprietary research and data analytics help devise solutions employees can use to remain healthy and productive throughout their working years.
- 95% satisfaction for account performance<sup>1</sup>

### Solutions to help address employees' financial wellness challenges

As the #1 brand recommended by benefits brokers for financial wellness<sup>2</sup>, our innovative suite of financial solutions is carefully crafted to help employees take action to become financially well.



We collaborate with employers to create the right benefit experience. We are investing in our business to focus on administrative ease across onboarding, enrollment, platform connectivity, data exchange, claims, and reporting capabilities to drive adoption and satisfaction for employers and their employees.

### Employees: Access to financial wellness resources that help them make informed decisions

- **Self-assessment:** helping them discover where they may want to enhance their financial wellbeing.
- **Digital education center:** providing an online experience that combines learning and financial tools like budgeting with personalized content.

<sup>1</sup> Employer Relationship survey, 2017

<sup>2</sup> Prudential/Phoenix Marketing Int'l Study of Group Insurance Brokers, 2018



- **Educational workshops (Prudential Pathways®):** delivering tailored information, on-site or online.
- **Personalized, one-on-one coaching:** offering a high-touch experience for those who want more guidance.
- **Student loan assistance:** guiding them with online education, virtual counseling, and a tool that lets employees generate personalized repayment scenarios.
- **One-on-one planning (LINK by Prudential):** providing a personalized experience that learns about an employee and connects them with solutions and financial professionals to help achieve their goals.
- **PruPassages<sup>SM</sup> transition services<sup>3</sup>:** offering proactive outreach from a licensed financial professional to help with portability and conversion.

#### Employers: Support to discover needs and design solutions

- **Program reporting:** providing data on program utilization against industry benchmarking.
- **Employee engagement support:** helping drive awareness and utilization in the program.

#### Customer Satisfaction

We value input from our customers and use it as a catalyst for improvements. 97% of our National Account customers<sup>4</sup>, 95% of life insurance beneficiaries, and 94% of disability claimants are satisfied with our service<sup>5</sup>. Our customer satisfaction numbers reflect the dedication, flexibility, and collaboration of our National Account service teams.

#### We Look Forward to Partnering with the Broward County Board of County Commissioners

Our commitment to financial wellness sets us apart, and we look forward to collaborating with the Broward County Board of County Commissioners to help create and manage plans employees will value for years to come.

<sup>3</sup> PruPassages is available to customers with 1,000+ lives

<sup>4</sup> Prudential Group Insurance Client Relationship Surveys, 2017

<sup>5</sup> Prudential Group Insurance Satisfaction Survey Results, 2017

**Proposal ID: 2019296012****Effective Date: 7/1/2020****Case Name: Broward County Board of County Cou****Decision Date: 11/8/2019****COVER SHEET**

<b>Proposal ID: 2019296012</b>	<b>Effective Date: 7/1/2020</b>
<b>Broward County Board of County Commissioners</b>	
<b>Disability Rate Exhibit - 11/8/2019</b>	

<b>LTD</b>				
	<b>Rate / \$100 CMP</b>	<b>Lives</b>	<b>Covered Monthly Payroll</b>	<b>Annual Premium</b>
LT 40	\$0.180	465	\$1,914,109	\$41,345
40-49	\$0.328	639	\$3,100,459	\$122,034
50-59	\$0.656	955	\$4,807,688	\$378,461
60-64	\$0.914	379	\$1,995,917	\$218,912
65+	\$1.101	142	\$705,101	\$93,158
<b>TOTAL</b>	<b>\$0.568</b>	<b>2,580</b>	<b>\$12,523,274</b>	<b>\$853,910</b>

Please note:

- All rate increases are approximate and based upon average group demographics.
- Underwriting will provide a final calculation and approval of the rate adjustment prior to implementation.



## NOTICE REGARDING PRODUCER COMPENSATION

### External Producers

**This section applies only if your producer is receiving commission and/or supplemental compensation.**

External producers are individuals or entities who represent you, the client, in the solicitation, negotiation or effectuation of the sale of insurance as their producer or consultant of record. The specific functions of external producers may vary but can include guidance through the proposal process and coordination of the client's data with one or more carriers. External producers are not Prudential employees and may have brokerage relationships with other insurance carriers. Please contact your producer for further information regarding their role during the proposal process and for information about any possible alternative quotes received from other insurance carriers.

Producers who place business with Prudential may be eligible to receive commissions and supplemental compensation unless you advise us otherwise.

Commissions are payable as a percentage of paid premiums, a fixed dollar amount, or as a dollar amount based on the total number of eligible lives or enrolled lives for as long as the producer is recognized as the Producer of Record on your policy.

Under Prudential's Supplemental Commission Program (SCP), supplemental compensation ranges from 0% to 10% of group insurance premium on Critical Illness, Accident, and Voluntary AD&D products and 0% to 7% of group insurance premium on all other products. The actual percentage payable under Prudential's SCP is determined based on the aggregate annual premium due on eligible cases that your producer has in force with Prudential. The cost of supplemental compensation is not charged directly to policies. As a result, your rates are unaffected whether or not your producer receives supplemental compensation. You or your producer can elect to opt out of Prudential's SCP.



More information about eligibility criteria and payment calculation under Prudential's SCP is available to clients on Prudential's website at [www.prudential.com/scp](http://www.prudential.com/scp). Questions regarding producer compensation may be e-mailed to [grpins@prudential.com](mailto:grpins@prudential.com). Or, if you would like to speak with someone about producer compensation, contact your Prudential representative or call (888) 598-5671 from 8am to 5pm Eastern time.

### Internal Producers

**This section only applies if your contract is issued in the State of New York**

Internal producers, including without limitation, sales representatives, account executives and other employees providing sales support, are individuals employed by The Prudential Insurance Company of America (Prudential) who are responsible for representing Prudential and our product portfolio during the proposal process. Prudential provides sales compensation to such internal producers when business is placed with our clients. Compensation varies based on the products placed, volume of premium and cases placed with Prudential but generally can be identified as





production payments, goal based payments, profitability, and/or direct or indirect compensation related to high achievement. An internal producer may be entitled to one or all of these types of compensation. Prudential is providing this disclosure on behalf of any and all such internal producers employed by Prudential in connection with the sales activity described herein.

You may obtain information about expected producer compensation, including information about alternative quotes, if any, based in whole or part on the sale and additional information about the specific internal producers involved in this transaction. This additional information regarding internal producer compensation may be requested via e-mail by writing to [GICompensation@prudential.com](mailto:GICompensation@prudential.com), or by calling 973-548-5100.

GL.2008.148 Ed. 3.2018



## Broward County Board of County Commissioners

### Case Information

<b>Effective Date</b>	07/01/2020
<b>Contract Situs</b>	Florida
<b>SIC Code</b>	9111
<b>Financial</b>	LTD is offered on a Non-Participating, Fully insured basis.  All coverages are offered as a package.
<b>Disability Commissions</b>	Net of Commissions
<b>Communications</b>	This proposal includes preparation of Portable Document Format (PDF) certificate booklets to the employer. Non-standard materials, paper Certificate booklets (non-PDF), or any customization or special mailing requests are not included and carry an additional charge.  It's been assumed that all enrollment and plan materials will be in English. Any requested translations will need to be reviewed and priced for accordingly.
<b>Valid Dates</b>	This proposal is valid for 90 days.
<b>Producer Disclosure</b>	As a condition of this proposal, Prudential requires the producer to fully disclose to client all commissions and fees payable to the producer by Prudential in connection with the proposed insurance coverage(s) and services. Prudential further requires that client consent, in writing, to the payment of all such commissions and fees by Prudential to the producer, a copy of which consent must be provided to Prudential at the point of sale.
<b>EOI Connect</b>	One way The Prudential Insurance Company of America (Prudential) helps manage your plans efficiently is through our simplified evidence of insurability (EOI) process. Our offer includes EOI Connect which is a secure single sign on—in both English and Spanish—that helps employers instantly link employees to the Evidence of Insurability (EOI) process, so health questions can be answered in real time. Prudential will assign an EOI Connect administrator who works with the employer's representatives to manage the implementation and ensure a smooth transition to the online process.
<b>OFAC and FinCEN Disclosure</b>	This proposal is conditioned upon our understanding that you comply with the statutes, regulations, Executive Orders and other programs





## Broward County Board of County Commissioners

	<p>administered by the Office of Foreign Assets Control (OFAC) and FinCEN of the U.S. Department of the Treasury.</p> <p>Prudential's standard offer assumes that all covered employees are U.S. Employees residing in the United States. Any foreign exposure must be approved by Underwriting before coverage will be offered. All premium and claims must be paid in US dollars.</p>
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# Broward County Board of County Commissioners

## UNDERWRITING ASSUMPTIONS

<p><b>Rate Guarantee</b></p>	<p>Rates are guaranteed for <b>3</b> years from the effective date.</p> <p>If enrollment or volume changes by more than <b>15%</b> during the initial rate guarantee period from those stated in this proposal, we reserve the right to take immediate action, including but not limited to revising rates or terminating coverage.</p> <p>The current number of eligible employees and estimated volume can be found on the rate exhibit.</p> <p>In the event the minimum participation level is not met, Prudential retains the right to reevaluate the rates, require a reenrollment, or terminate coverage at the next anniversary.</p> <p>Prudential will provide renewal notice <b>270 days</b> before each rate guarantee expiration date.</p>
<p><b>Continuity Of Coverage / Actively At Work</b></p>	<p>We provide continuity of coverage to employees on a no loss, no gain basis to ensure that employees will not lose coverage solely as a result of a change in carriers.</p> <p>Our contract includes an Actively at Work Provision. Employees absent from work due to disability, injury, or accident and who are covered under the current carrier will remain the liability of the current carrier.</p> <p>We ask customers for a list of employees who were included on the census but will not be actively at work on the effective date of the Prudential coverage due to disability, injury, or accident. We do this to ensure we include them in the rating calculation and make the correct risk decision.</p> <p>Note: This is not applicable to insured statutory plans.</p>
<p><b>Performance Guarantees</b></p>	<p>We are willing to put <b>\$25,607</b> at risk for Performance Guarantees. The results are based on our block of business and are measured and reported annually on a calendar year basis. If the case anniversary is other than 1/1, any pay-outs due in the first year will be pro-rated. Performance guarantees will be effective until the next renewal date unless otherwise stipulated in this proposal.</p> <p>If the metrics are not met, penalty monies shall be returned by check, wire transfer, or payment of due premium.</p>



## Broward County Board of County Commissioners

<p><b>Performance Guarantees Offered:</b></p>	<p><b>LTD Claims Management &amp; Reporting</b></p> <ul style="list-style-type: none"> <li>• <b>LTD Claims - Stand-alone Initial Decisions:</b> When Prudential only manages the LTD benefits, 93% of initial decisions shall be rendered within 45 days of the date the claim has been received. Claim shall be considered received upon receipt of applicable documentation from the Claimant, Employer and Physician. Book of business metric. Claim shall be considered received upon receipt of applicable documentation from the Claimant, Employer and Physician.</li> <li>• <b>98% of Return calls</b> in response to claimant inquires will be made within <b>1 business day</b>. Book of business metric. Limited to calls received in the Call Center and noted in the claim system as requiring a call back.</li> <li>• <b>98% Financial Accuracy</b> - financial accuracy in a random sample of total processed claim dollars. This is calculated as claim dollars processed correctly divided by total claim dollars processed. Claim dollars processed correctly equals total claim dollars processed minus the absolute value of dollars processed in error Available for insured and ASO with checking business only Book of business metric. Measure is for LTD only. Results cannot be combined with STD or FML.</li> <li>• <b>98% Transactional Accuracy</b> - Claims in a random sample reviewed shall be accurate for data integrity (inclusive of claim coding, letter accuracy, etc) Book of Business only metric. Measure is for LTD only. Results cannot be combined with STD or FML.</li> </ul> <p>Amount at Risk: \$25,607</p>
<p><b>State and Federal</b></p>	<p>Benefit provisions are subject to state and federal mandates. Future mandates will be incorporated into the plan as of the date required by law.</p>
<p><b>Premium Remission Period</b></p>	<p>This proposal assumes premium remission within the 60 day grace period. Interest charges will apply to premiums remitted after 60 days from the due date. At this time, Prudential does not charge a late fee or interest penalty for payment of premiums after the due date. Prudential reserves the right to charge interest or penalties for premium payments received after the grace period.</p>
<p><b>Premium and Claim Branches</b></p>	<p>Products exceeding 12 Premium and 14 Claim branches will require additional charges not reflected in the rates.</p>



## Broward County Board of County Commissioners

<b>Reporting</b>	This proposal includes 24/7 access to Prudential's web reporting system. Custom reports may be available for an additional fee. Fees will be developed on an ad hoc basis and direct billed to the policyholder.
<b>Other Assumptions &amp; Provisions</b>	<p>The rates are contingent upon the use of Prudential's standard contract (plans, provisions and exclusions), unless otherwise explicitly identified. If substantial changes are requested to standard Prudential contractual language and/or agreements, Prudential reserves the right to review the costs associated with review and implementation of any changes and to charge them back to the client.</p> <p>Please be aware that certain employer terms and conditions, such as those found in employer's general services agreements, that were not previously disclosed in the request for proposal may impact our offer. We reserve the right to make adjustments to our offer if the disclosure of such terms and conditions does not occur prior to our initially released offer.</p> <p>Prudential cannot provide tax advice to customers. Please consult with your tax adviser regarding any potential imputed income reporting requirements related to "Fringe Benefits" (which may include certain group term life insurance benefits) under Internal Revenue Code (IRC) Section 79 and IRC Section 61.</p> <p>Annual premium amounts are based on the current case size and are provided for illustrative purposes only.</p> <p>This proposal provides a general description of Prudential's group insurance products. Product offerings may not be available in all states and may vary depending on state laws and regulations. Prudential has a website that sets forth state-specific coverage requirements based on the insured's state of residence. The website is located at <a href="http://www.prudential.com/etonline">www.prudential.com/etonline</a>. The access code for this group during the pre-sale period is <b>ET1</b>.</p> <p>Prudential will be the claim fiduciary for all insured plans.</p> <p>Individuals being provided compensation under an employer severance program are not covered for disability benefits</p> <p>Coverage ends the date group contract or plan is canceled, date the employee is no longer a member of a covered class, date covered class is no longer covered, last</p>





## Broward County Board of County Commissioners

	<p>day of period employee made required contributions, or last day of active employment.</p> <p>The term Domestic Partner, if used, is a person who:</p> <ol style="list-style-type: none"> <li>(1) Satisfies the requirements for being a domestic partner, registered domestic partner or party to a civil union under the law of your jurisdiction of residence; or</li> <li>(2) Is a person of the same or opposite sex who satisfies all of the following:             <ol style="list-style-type: none"> <li>(a) is age 18 or older; and</li> <li>(b) is not related to you by blood or a degree of closeness that would prohibit marriage in the law of the jurisdiction in which you reside; and</li> <li>(c) is mentally competent to consent to contract; and</li> <li>(d) is not married to another person under statutory or common law nor in a domestic partnership, registered domestic partnership or civil union with another person; and</li> <li>(e) is not otherwise a Qualified Dependent under the Program; and</li> <li>(f) is in a single dedicated, serious and committed relationship with you; and</li> <li>(g) has shared a single permanent residence with you for at least 12 consecutive months; and</li> <li>(h) is financially interdependent with you.</li> </ol> </li> </ol> <p>Where requested by Prudential, you and/or your Domestic Partner certify that all of the above requirements are satisfied. Such certification shall be in a format satisfactory to Prudential.</p> <p>For Minnesota residents, the state mandated 18-month continuation provision would be applicable. After the 18-month period, conversion is available. Also, Prudential does not assume risk on employees who had already terminated prior to the effective date, and our quote assumes that the previous carrier will offer a conversion to an individual policy.</p>
<b>Deviations</b>	<ol style="list-style-type: none"> <li>1. For any other deviations not listed, Prudential standard practices and standard contract language apply.</li> <li>2. This offer assumes risk on all enrolled lives included on the Census submitted.</li> <li>3. Active at Work applies.</li> <li>4. Minimum Participation: 25% applies</li> <li>5. Volatility Caveat: 15% applies</li> </ol>



## Broward County Board of County Commissioners

	<ol style="list-style-type: none"> <li>6. Pre-Existing Condition: 3 /12 applies</li> <li>7. Commissions: Per the RFP and “Project_Specific_Vendor_Questionnaire” no commissions % was requested. Therefore, our quoted LTD rates are Net of Commissions.</li> <li>8. Prudential’s standard offer assumes that all covered employees are U.S. Employees residing in the United States. Any foreign exposure must be approved by Underwriting before coverage will be offered. Currently no Canadian lives were identified on the Census.</li> <li>9. Prudential standard worksite modification provision included.</li> <li>10. Standard Prudential LTD Claims Management &amp; Reporting Performance Guarantees are being offered.</li> </ol>
<p><b>DOL Fiduciary Disclosure</b></p>	<p>These materials are for informational or educational purposes. In providing these materials, Prudential (i) is not acting as a fiduciary, as defined by the Department of Labor, to ERISA plans, plan participants or beneficiaries and is not giving advice in a fiduciary capacity and (ii) is not undertaking to provide impartial investment advice as Prudential will receive compensation for its products and services.</p>

***This proposal is released with the understanding that it will be presented to interested parties only by an appropriately licensed & appointed individual pursuant with state licensing and appointment rules. Any questions regarding these rules can be addressed to our Broker Administration Unit at 1-888-778-6639. Any violations will result in commissions being withheld in accordance with state regulations.***

***In providing the plan of benefits briefly outlined in this proposal, Prudential will utilize standard benefit language as filed with and approved by the state. Based on the information provided, we believe all of the provisions of the insurance plan we are being asked to provide are on file and approved. Should this not be the case, filing approval will need to be received before booklets, certificates, or other enrollment material that describe provisions subject to filing can be distributed.***

### END OF ASSUMPTIONS SECTION

## Broward County Board of County Commissioners

### LTD

The rates are contingent upon the use of Prudential's Disability Absence and Productivity Contract wording and provisions. Individuals being provided compensation under an employer severance program are not covered for disability benefits.

### Provisions

<b>Eligibility Description</b>	<p><b>Class 1:</b> Elected Officials, administrators, executive managers or professional employees whose job is classified as exempt under the Fair Labor Standards Act.</p> <p><b>Class 2:</b> All Other Members.</p>
<b>Rehire Provision</b>	Employees rehired within 6 months have coverage reinstated to prior levels without having to satisfy a new eligibility waiting period or Evidence of Insurability requirements.
<b>Minimum Hours Requirement</b>	20 hours



## Broward County Board of County Commissioners

<p><b>Definition of Earnings</b></p>	<p>Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.</p> <p>Predisability Earnings means your monthly rate of earnings from your Employer, including:</p> <ol style="list-style-type: none"> <li>1. Contributions you make through a salary reduction agreement with your Employer to:             <ol style="list-style-type: none"> <li>a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or</li> <li>b. An executive nonqualified deferred compensation arrangement.</li> </ol> </li> <li>2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.</li> </ol> <p>Predisability Earnings does not include:</p> <ol style="list-style-type: none"> <li>1. Bonuses.</li> <li>2. Commissions.</li> <li>3. Overtime pay.</li> <li>4. Shift differential pay.</li> <li>5. Stock options or stock bonuses.</li> <li>6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.</li> <li>7. Any other extra compensation.</li> </ol> <p>If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.</p> <p>If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or</p>
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## Broward County Board of County Commissioners

	during your period of employment if less than 12 months), but not more than 173 hours.
<b>Service Waiting Period</b>	None
<b>Contribution</b>	100% contributory, benefits are not taxable
<b>Participation Requirement</b>	25%
<b>Evidence of Insurability</b>	Applies to late entrants
<b>Elimination Period</b>	90 Days
<b>Elimination Period Return to Work Days</b>	Claimant must be continuously disabled through your elimination period. Prudential will treat a disability as continuous if the disability stops for <b>30</b> consecutive days or less during the elimination period. The days that the claimant is not disabled will not count toward the elimination period.
<b>Scheduled Benefit</b>	60 %
<b>Maximum Benefit</b>	\$6,000
<b>Minimum Benefit</b>	\$100
<b>Benefit Duration</b>	To Social Security Normal Retirement Age with ADEA I
<b>Activities of Daily Living Extended Benefit</b>	Does not apply





## Broward County Board of County Commissioners

<p><b>Definition of Disability</b></p>	<p><b><u>Class 1:</u></b>                      First 60 months – unable to perform the material and substantial duties of your regular occupation <b>and after the first 12 months of disability</b>, you have a 20% or more loss in your monthly earnings; and under the regular care of a doctor.</p> <p>After 60 months – unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience; and you are under the regular care of a doctor.</p> <p>The loss of a professional or occupational license or certification does not, in itself, constitute disability. But, you are considered unable to perform the material and substantial duties of your regular occupation due to sickness or injury if you are a health care practitioner and your ability to perform your occupation has been restricted because of action taken by your state licensing board as a result of your testing positive on a human immunodeficiency virus test.</p> <p><b><u>Class 2:</u></b>                      First 24 months – unable to perform the material and substantial duties of your regular occupation <b>and after the first 12 months of disability</b>, you have a 20% or more loss in your monthly earnings; and under the regular care of a doctor.</p> <p>After 24 months – unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience; and you are under the regular care of a doctor.</p> <p>The loss of a professional or occupational license or certification does not, in itself, constitute disability. But, you are considered unable to perform the material and substantial duties of your regular occupation due to sickness or injury if you are a health care practitioner and your ability to perform your occupation has been restricted because of action taken by</p>
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## Broward County Board of County Commissioners

	your state licensing board as a result of your testing positive on a human immunodeficiency virus test.
<b>Catastrophic Disability Definition</b>	Does not apply
<b>40 hour work week provision</b>	Applies:  If an employee is working or has the capacity to work 40 hours per week, he/she will be considered able to perform the material and substantial duties of his/her regular occupation.
<b>Residual</b>	Applies
<b>Partial Disability Earnings Test</b>	While working during Regular Occupation period disability earnings cannot exceed <b>80%</b> of indexed pre-disability earnings. After the Regular Occupation period disability earnings cannot exceed <b>60%</b> of indexed pre-disability earnings
<b>Indexing of pre-disability earnings</b>	Applies
<b>Return to work incentive</b>	Applies - For the first 12 months of return to work, the LTD benefit is not reduced by any disability earnings, provided the total of LTD benefit and disability earnings do not exceed 100% of pre-disability earnings. After the return to work incentive period, benefit is based on percentage of lost income.
<b>Mandatory Rehabilitation Requirement</b>	Does not apply
<b>Enhanced Rehabilitation Benefits</b>	Applies Rehab Benefit –10% of monthly payment \$500 a month Day Care Benefits \$500 a month Spouse/Elder Care 6-month benefit duration
<b>Social Security Offset</b>	Family
<b>Third Party Liability Offset</b>	Does not apply
<b>Individual Disability Insurance Offset (IDI)</b>	Does not apply



## Broward County Board of County Commissioners

<b>Offsets for Other Income</b>	<ul style="list-style-type: none"> <li>• Loss of time benefits under a Workers' Compensation Law, an occupational disease law, or any other act or law with similar intent.</li> <li>• Loss of time disability income payments under a state compulsory benefit act or law, automobile liability insurance policy, other employer sponsored insurance plan, or governmental retirement system as the result of an employee's job with his or her employer.</li> <li>• Retirement benefits, including early retirement benefits, disability retirement benefits, and regular retirement benefits—from the employer's retirement plan.</li> <li>• Wages portion of benefits received under the maritime doctrine of maintenance, wages, and cure.</li> <li>• Loss of time benefits under any salary continuation or accumulated sick leave to the extent the monthly payment and deductible source of income exceed or would exceed 100% of monthly earnings.</li> <li>• A monetary amount received from a partnership, proprietorship, or any similar draws.</li> </ul>
<b>Pre-existing Conditions</b>	A 3/12 pre-existing exclusion applies, as well as for any increase in benefits to the prior plan
<b>Mental nervous, includes Drug Alcohol limit</b>	Applies – Lifetime limit of 24 months
<b>Self Reported Symptoms Limit</b>	Does not apply– No Limitation
<b>Survivor benefit</b>	3 x Gross Monthly Benefit
<b>Accelerated LTD Survivor Benefit</b>	Does not apply
<b>Cost of Living Adjustment</b>	Does not apply
<b>Conversion Provision</b>	Does not apply
<b>Education Benefits</b>	Does not apply
<b>Employee Catastrophic Benefits</b>	Does not apply
<b>Spouse Catastrophic Benefits</b>	Does not apply
<b>Critical Illness</b>	Does not apply
<b>Continued Health Care Benefit</b>	Does not apply
<b>Pension Contribution Benefit</b>	Does not apply

## Broward County Board of County Commissioners

<b>Recurrence</b>	<p>A recurrent disability will be treated as part of a prior claim and the claimant will not have to complete another elimination period if:</p> <ul style="list-style-type: none"> <li>• The claimant was continuously insured under this plan for the period between the prior claim and the current disability; and</li> <li>• The recurrent disability occurs within 6 months of the end of the prior claim.</li> </ul>
<b>Leave and Layoff</b>	<p>If a covered employee is on a temporary layoff, and if premium is paid, the employee will be covered to the end of the month following the month in which the temporary layoff begins.</p> <p>If an employee is on a leave of absence, and if premium is paid, the employee will be covered to the end of the month following the month in which the leave of absence begins. But, with respect to leave of absence under the federal Family and Medical Leave Act of 1993 (FMLA) or similar state law, if it is your policy to allow a longer period of continued coverage for FMLA leaves, this policy will be used to determine the period of continued coverage for FMLA leave. Continuation of such coverage pursuant to this provision is contingent upon Prudential's timely receipt of premium payments and written confirmation of your FMLA leave.</p> <p>If an employee is working reduced hours, for reasons other than disability, and if premium is paid, the employee will be covered to the end of the month following the month in which reduced hours begin.</p> <p>Temporary layoff means an employee is temporarily absent from active employment for a period of time that has been agreed to in advance in writing, other than for reasons in connection with any severance or termination agreement. Normal vacation time, any period of disability or FMLA leave is not considered a temporary layoff.</p>

## Broward County Board of County Commissioners

<b>Tax Services Included</b>	<ul style="list-style-type: none"> <li>• Employer FICA matching and deposit.</li> <li>• Employee FICA withholding and deposit.</li> <li>• Completion of 941 reporting for both employer and employee shares of FICA.</li> <li>• W-2 preparation, mailing and reporting under Prudential's Employee Identification Number (EIN).</li> <li>• Voluntary FIT withholdings may be taken in whole dollar amounts with a minimum of \$88.</li> <li>• State Income Tax (SIT), and/or Local Taxes (LIT) can be withheld, if requested. Employer must provide us the withholding amount (not a percentage), frequency and state code or locality zip code for SIT/LIT via an eligibility feed or on the employer statement at the time of claim submission.</li> </ul>
<b>Non-Standard Services</b>	<p>The Purchaser may request and Prudential may agree to provide services that are not contemplated in this proposal. Prudential may seek reimbursement from the customer for expenses in connection with Non-Standard Services as mutually agreed upon.</p>



	<b>Effective Date:</b>	<b>7/1/2020</b>
<b>Case Name: Broward County Board of County Cou</b>	<b>Decision Date:</b>	<b>11/8/2019</b>
<b>COVER SHEET</b>		

			Effective Date: 7/1/2020
<b>Broward County Board of County Commissioners</b>			
<b>Disability Rate Exhibit - 11/8/2019</b>			

<b>LTD</b>				
	<b>Rate / \$100 CMP</b>	<b>Lives</b>	<b>Covered Monthly Payroll</b>	<b>Annual Premium</b>
LT 40	\$0.180	465	\$1,914,109	\$41,345
40-49	\$0.328	639	\$3,100,459	\$122,034
50-59	\$0.656	955	\$4,807,688	\$378,461
60-64	\$0.914	379	\$1,995,917	\$218,912
65+	\$1.101	142	\$705,101	\$93,158
<b>TOTAL</b>	<b>\$0.568</b>	<b>2,580</b>	<b>\$12,523,274</b>	<b>\$853,910</b>

Please note:

- All rate increases are approximate and based upon average group demographics.
- Underwriting will provide a final calculation and approval of the rate adjustment prior to implementation.



## NOTICE REGARDING PRODUCER COMPENSATION

### External Producers

**This section applies only if your producer is receiving commission and/or supplemental compensation.**

External producers are individuals or entities who represent you, the client, in the solicitation, negotiation or effectuation of the sale of insurance as their producer or consultant of record. The specific functions of external producers may vary but can include guidance through the proposal process and coordination of the client's data with one or more carriers. External producers are not Prudential employees and may have brokerage relationships with other insurance carriers. Please contact your producer for further information regarding their role during the proposal process and for information about any possible alternative quotes received from other insurance carriers.

Producers who place business with Prudential may be eligible to receive commissions and supplemental compensation unless you advise us otherwise.

Commissions are payable as a percentage of paid premiums, a fixed dollar amount, or as a dollar amount based on the total number of eligible lives or enrolled lives for as long as the producer is recognized as the Producer of Record on your policy.

Under Prudential's Supplemental Commission Program (SCP), supplemental compensation ranges from 0% to 10% of group insurance premium on Critical Illness, Accident, and Voluntary AD&D products and 0% to 7% of group insurance premium on all other products. The actual percentage payable under Prudential's SCP is determined based on the aggregate annual premium due on eligible cases that your producer has in force with Prudential. The cost of supplemental compensation is not charged directly to policies. As a result, your rates are unaffected whether or not your producer receives supplemental compensation. You or your producer can elect to opt out of Prudential's SCP.



More information about eligibility criteria and payment calculation under Prudential's SCP is available to clients on Prudential's website at [www.prudential.com/scp](http://www.prudential.com/scp). Questions regarding producer compensation may be e-mailed to [grpins@prudential.com](mailto:grpins@prudential.com). Or, if you would like to speak with someone about producer compensation, contact your Prudential representative or call (888) 598-5671 from 8am to 5pm Eastern time.

### Internal Producers

**This section only applies if your contract is issued in the State of New York**

Internal producers, including without limitation, sales representatives, account executives and other employees providing sales support, are individuals employed by The Prudential Insurance Company of America (Prudential) who are responsible for representing Prudential and our product portfolio during the proposal process. Prudential provides sales compensation to such internal producers when business is placed with our clients. Compensation varies based on the products placed, volume of premium and cases placed with Prudential but generally can be identified as





production payments, goal based payments, profitability, and/or direct or indirect compensation related to high achievement. An internal producer may be entitled to one or all of these types of compensation. Prudential is providing this disclosure on behalf of any and all such internal producers employed by Prudential in connection with the sales activity described herein.

You may obtain information about expected producer compensation, including information about alternative quotes, if any, based in whole or part on the sale and additional information about the specific internal producers involved in this transaction. This additional information regarding internal producer compensation may be requested via e-mail by writing to [GICompensation@prudential.com](mailto:GICompensation@prudential.com), or by calling 973-548-5100.

GL.2008.148 Ed. 3.2018



## Broward County Board of County Commissioners

### Case Information

<b>Effective Date</b>	07/01/2020
<b>Contract Situs</b>	Florida
<b>SIC Code</b>	9111
<b>Financial</b>	LTD is offered on a Non-Participating, Fully insured basis.  All coverages are offered as a package.
<b>Disability Commissions</b>	Net of Commissions
<b>Communications</b>	This proposal includes preparation of Portable Document Format (PDF) certificate booklets to the employer. Non-standard materials, paper Certificate booklets (non-PDF), or any customization or special mailing requests are not included and carry an additional charge.  It's been assumed that all enrollment and plan materials will be in English. Any requested translations will need to be reviewed and priced for accordingly.
<b>Valid Dates</b>	This proposal is valid for 90 days.
<b>Producer Disclosure</b>	As a condition of this proposal, Prudential requires the producer to fully disclose to client all commissions and fees payable to the producer by Prudential in connection with the proposed insurance coverage(s) and services. Prudential further requires that client consent, in writing, to the payment of all such commissions and fees by Prudential to the producer, a copy of which consent must be provided to Prudential at the point of sale.
<b>EOI Connect</b>	One way The Prudential Insurance Company of America (Prudential) helps manage your plans efficiently is through our simplified evidence of insurability (EOI) process. Our offer includes EOI Connect which is a secure single sign on—in both English and Spanish—that helps employers instantly link employees to the Evidence of Insurability (EOI) process, so health questions can be answered in real time. Prudential will assign an EOI Connect administrator who works with the employer's representatives to manage the implementation and ensure a smooth transition to the online process.
<b>OFAC and FinCEN Disclosure</b>	This proposal is conditioned upon our understanding that you comply with the statutes, regulations, Executive Orders and other programs





## Broward County Board of County Commissioners

	<p>administered by the Office of Foreign Assets Control (OFAC) and FinCEN of the U.S. Department of the Treasury.</p> <p>Prudential's standard offer assumes that all covered employees are U.S. Employees residing in the United States. Any foreign exposure must be approved by Underwriting before coverage will be offered. All premium and claims must be paid in US dollars.</p>
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## Broward County Board of County Commissioners

### UNDERWRITING ASSUMPTIONS

<p><b>Rate Guarantee</b></p>	<p>Rates are guaranteed for <b>3</b> years from the effective date.</p> <p>If enrollment or volume changes by more than <b>15%</b> during the initial rate guarantee period from those stated in this proposal, we reserve the right to take immediate action, including but not limited to revising rates or terminating coverage.</p> <p>The current number of eligible employees and estimated volume can be found on the rate exhibit.</p> <p>In the event the minimum participation level is not met, Prudential retains the right to reevaluate the rates, require a reenrollment, or terminate coverage at the next anniversary.</p> <p>Prudential will provide renewal notice <b>270 days</b> before each rate guarantee expiration date.</p>
<p><b>Continuity Of Coverage / Actively At Work</b></p>	<p>We provide continuity of coverage to employees on a no loss, no gain basis to ensure that employees will not lose coverage solely as a result of a change in carriers.</p> <p>Our contract includes an Actively at Work Provision. Employees absent from work due to disability, injury, or accident and who are covered under the current carrier will remain the liability of the current carrier.</p> <p>We ask customers for a list of employees who were included on the census but will not be actively at work on the effective date of the Prudential coverage due to disability, injury, or accident. We do this to ensure we include them in the rating calculation and make the correct risk decision.</p> <p>Note: This is not applicable to insured statutory plans.</p>
<p><b>Performance Guarantees</b></p>	<p>We are willing to put <b>\$25,607</b> at risk for Performance Guarantees. The results are based on our block of business and are measured and reported annually on a calendar year basis. If the case anniversary is other than 1/1, any pay-outs due in the first year will be pro-rated. Performance guarantees will be effective until the next renewal date unless otherwise stipulated in this proposal.</p> <p>If the metrics are not met, penalty monies shall be returned by check, wire transfer, or payment of due premium.</p>





## Broward County Board of County Commissioners

<p><b>Performance Guarantees Offered:</b></p>	<p><b>LTD Claims Management &amp; Reporting</b></p> <ul style="list-style-type: none"> <li>• <b>LTD Claims - Stand-alone Initial Decisions:</b> When Prudential only manages the LTD benefits, 93% of initial decisions shall be rendered within 45 days of the date the claim has been received. Claim shall be considered received upon receipt of applicable documentation from the Claimant, Employer and Physician. Book of business metric. Claim shall be considered received upon receipt of applicable documentation from the Claimant, Employer and Physician.</li> <li>• <b>98% of Return calls</b> in response to claimant inquires will be made within <b>1 business day</b>. Book of business metric. Limited to calls received in the Call Center and noted in the claim system as requiring a call back.</li> <li>• <b>98% Financial Accuracy</b> - financial accuracy in a random sample of total processed claim dollars. This is calculated as claim dollars processed correctly divided by total claim dollars processed. Claim dollars processed correctly equals total claim dollars processed minus the absolute value of dollars processed in error Available for insured and ASO with checking business only Book of business metric. Measure is for LTD only. Results cannot be combined with STD or FML.</li> <li>• <b>98% Transactional Accuracy</b> - Claims in a random sample reviewed shall be accurate for data integrity (inclusive of claim coding, letter accuracy, etc) Book of Business only metric. Measure is for LTD only. Results cannot be combined with STD or FML.</li> </ul> <p>Amount at Risk: \$25,607</p>
<p><b>State and Federal</b></p>	<p>Benefit provisions are subject to state and federal mandates. Future mandates will be incorporated into the plan as of the date required by law.</p>
<p><b>Premium Remission Period</b></p>	<p>This proposal assumes premium remission within the 60 day grace period. Interest charges will apply to premiums remitted after 60 days from the due date. At this time, Prudential does not charge a late fee or interest penalty for payment of premiums after the due date. Prudential reserves the right to charge interest or penalties for premium payments received after the grace period.</p>
<p><b>Premium and Claim Branches</b></p>	<p>Products exceeding 12 Premium and 14 Claim branches will require additional charges not reflected in the rates.</p>



## Broward County Board of County Commissioners

<b>Reporting</b>	This proposal includes 24/7 access to Prudential's web reporting system. Custom reports may be available for an additional fee. Fees will be developed on an ad hoc basis and direct billed to the policyholder.
<b>Other Assumptions &amp; Provisions</b>	<p>The rates are contingent upon the use of Prudential's standard contract (plans, provisions and exclusions), unless otherwise explicitly identified. If substantial changes are requested to standard Prudential contractual language and/or agreements, Prudential reserves the right to review the costs associated with review and implementation of any changes and to charge them back to the client.</p> <p>Please be aware that certain employer terms and conditions, such as those found in employer's general services agreements, that were not previously disclosed in the request for proposal may impact our offer. We reserve the right to make adjustments to our offer if the disclosure of such terms and conditions does not occur prior to our initially released offer.</p> <p>Prudential cannot provide tax advice to customers. Please consult with your tax adviser regarding any potential imputed income reporting requirements related to "Fringe Benefits" (which may include certain group term life insurance benefits) under Internal Revenue Code (IRC) Section 79 and IRC Section 61.</p> <p>Annual premium amounts are based on the current case size and are provided for illustrative purposes only.</p> <p>This proposal provides a general description of Prudential's group insurance products. Product offerings may not be available in all states and may vary depending on state laws and regulations. Prudential has a website that sets forth state-specific coverage requirements based on the insured's state of residence. The website is located at <a href="http://www.prudential.com/etonline">www.prudential.com/etonline</a>. The access code for this group during the pre-sale period is <b>ET1</b>.</p> <p>Prudential will be the claim fiduciary for all insured plans.</p> <p>Individuals being provided compensation under an employer severance program are not covered for disability benefits</p> <p>Coverage ends the date group contract or plan is canceled, date the employee is no longer a member of a covered class, date covered class is no longer covered, last</p>





## Broward County Board of County Commissioners

	<p>day of period employee made required contributions, or last day of active employment.</p> <p>The term Domestic Partner, if used, is a person who:</p> <ol style="list-style-type: none"> <li>(1) Satisfies the requirements for being a domestic partner, registered domestic partner or party to a civil union under the law of your jurisdiction of residence; or</li> <li>(2) Is a person of the same or opposite sex who satisfies all of the following:             <ol style="list-style-type: none"> <li>(a) is age 18 or older; and</li> <li>(b) is not related to you by blood or a degree of closeness that would prohibit marriage in the law of the jurisdiction in which you reside; and</li> <li>(c) is mentally competent to consent to contract; and</li> <li>(d) is not married to another person under statutory or common law nor in a domestic partnership, registered domestic partnership or civil union with another person; and</li> <li>(e) is not otherwise a Qualified Dependent under the Program; and</li> <li>(f) is in a single dedicated, serious and committed relationship with you; and</li> <li>(g) has shared a single permanent residence with you for at least 12 consecutive months; and</li> <li>(h) is financially interdependent with you.</li> </ol> </li> </ol> <p>Where requested by Prudential, you and/or your Domestic Partner certify that all of the above requirements are satisfied. Such certification shall be in a format satisfactory to Prudential.</p> <p>For Minnesota residents, the state mandated 18-month continuation provision would be applicable. After the 18-month period, conversion is available. Also, Prudential does not assume risk on employees who had already terminated prior to the effective date, and our quote assumes that the previous carrier will offer a conversion to an individual policy.</p>
<b>Deviations</b>	<ol style="list-style-type: none"> <li>1. For any other deviations not listed, Prudential standard practices and standard contract language apply.</li> <li>2. This offer assumes risk on all enrolled lives included on the Census submitted.</li> <li>3. Active at Work applies.</li> <li>4. Minimum Participation: 25% applies</li> <li>5. Volatility Caveat: 15% applies</li> </ol>



## Broward County Board of County Commissioners

	<ol style="list-style-type: none"> <li>6. Pre-Existing Condition: 3 /12 applies</li> <li>7. Commissions: Per the RFP and “Project_Specific_Vendor_Questionnaire” no commissions % was requested. Therefore, our quoted LTD rates are Net of Commissions.</li> <li>8. Prudential’s standard offer assumes that all covered employees are U.S. Employees residing in the United States. Any foreign exposure must be approved by Underwriting before coverage will be offered. Currently no Canadian lives were identified on the Census.</li> <li>9. Prudential standard worksite modification provision included.</li> <li>10. Standard Prudential LTD Claims Management &amp; Reporting Performance Guarantees are being offered.</li> </ol>
<p><b>DOL Fiduciary Disclosure</b></p>	<p>These materials are for informational or educational purposes. In providing these materials, Prudential (i) is not acting as a fiduciary, as defined by the Department of Labor, to ERISA plans, plan participants or beneficiaries and is not giving advice in a fiduciary capacity and (ii) is not undertaking to provide impartial investment advice as Prudential will receive compensation for its products and services.</p>

***This proposal is released with the understanding that it will be presented to interested parties only by an appropriately licensed & appointed individual pursuant with state licensing and appointment rules. Any questions regarding these rules can be addressed to our Broker Administration Unit at 1-888-778-6639. Any violations will result in commissions being withheld in accordance with state regulations.***

***In providing the plan of benefits briefly outlined in this proposal, Prudential will utilize standard benefit language as filed with and approved by the state. Based on the information provided, we believe all of the provisions of the insurance plan we are being asked to provide are on file and approved. Should this not be the case, filing approval will need to be received before booklets, certificates, or other enrollment material that describe provisions subject to filing can be distributed.***

### END OF ASSUMPTIONS SECTION

## Broward County Board of County Commissioners

### LTD

The rates are contingent upon the use of Prudential's Disability Absence and Productivity Contract wording and provisions. Individuals being provided compensation under an employer severance program are not covered for disability benefits.

### Provisions

<b>Eligibility Description</b>	<p><b>Class 1:</b> Elected Officials, administrators, executive managers or professional employees whose job is classified as exempt under the Fair Labor Standards Act.</p> <p><b>Class 2:</b> All Other Members.</p>
<b>Rehire Provision</b>	Employees rehired within 6 months have coverage reinstated to prior levels without having to satisfy a new eligibility waiting period or Evidence of Insurability requirements.
<b>Minimum Hours Requirement</b>	20 hours



## Broward County Board of County Commissioners

<p><b>Definition of Earnings</b></p>	<p>Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.</p> <p>Predisability Earnings means your monthly rate of earnings from your Employer, including:</p> <ol style="list-style-type: none"> <li>1. Contributions you make through a salary reduction agreement with your Employer to:             <ol style="list-style-type: none"> <li>a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or</li> <li>b. An executive nonqualified deferred compensation arrangement.</li> </ol> </li> <li>2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.</li> </ol> <p>Predisability Earnings does not include:</p> <ol style="list-style-type: none"> <li>1. Bonuses.</li> <li>2. Commissions.</li> <li>3. Overtime pay.</li> <li>4. Shift differential pay.</li> <li>5. Stock options or stock bonuses.</li> <li>6. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.</li> <li>7. Any other extra compensation.</li> </ol> <p>If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.</p> <p>If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or</p>
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## Broward County Board of County Commissioners

	during your period of employment if less than 12 months), but not more than 173 hours.
<b>Service Waiting Period</b>	None
<b>Contribution</b>	100% contributory, benefits are not taxable
<b>Participation Requirement</b>	25%
<b>Evidence of Insurability</b>	Applies to late entrants
<b>Elimination Period</b>	90 Days
<b>Elimination Period Return to Work Days</b>	Claimant must be continuously disabled through your elimination period. Prudential will treat a disability as continuous if the disability stops for <b>30</b> consecutive days or less during the elimination period. The days that the claimant is not disabled will not count toward the elimination period.
<b>Scheduled Benefit</b>	60 %
<b>Maximum Benefit</b>	\$6,000
<b>Minimum Benefit</b>	\$100
<b>Benefit Duration</b>	To Social Security Normal Retirement Age with ADEA I
<b>Activities of Daily Living Extended Benefit</b>	Does not apply





## Broward County Board of County Commissioners

<p><b>Definition of Disability</b></p>	<p><b><u>Class 1:</u></b>                      First 60 months – unable to perform the material and substantial duties of your regular occupation <b>and after the first 12 months of disability</b>, you have a 20% or more loss in your monthly earnings; and under the regular care of a doctor.</p> <p>After 60 months – unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience; and you are under the regular care of a doctor.</p> <p>The loss of a professional or occupational license or certification does not, in itself, constitute disability. But, you are considered unable to perform the material and substantial duties of your regular occupation due to sickness or injury if you are a health care practitioner and your ability to perform your occupation has been restricted because of action taken by your state licensing board as a result of your testing positive on a human immunodeficiency virus test.</p> <p><b><u>Class 2:</u></b>                      First 24 months – unable to perform the material and substantial duties of your regular occupation <b>and after the first 12 months of disability</b>, you have a 20% or more loss in your monthly earnings; and under the regular care of a doctor.</p> <p>After 24 months – unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience; and you are under the regular care of a doctor.</p> <p>The loss of a professional or occupational license or certification does not, in itself, constitute disability. But, you are considered unable to perform the material and substantial duties of your regular occupation due to sickness or injury if you are a health care practitioner and your ability to perform your occupation has been restricted because of action taken by</p>
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## Broward County Board of County Commissioners

	your state licensing board as a result of your testing positive on a human immunodeficiency virus test.
<b>Catastrophic Disability Definition</b>	Does not apply
<b>40 hour work week provision</b>	Applies:  If an employee is working or has the capacity to work 40 hours per week, he/she will be considered able to perform the material and substantial duties of his/her regular occupation.
<b>Residual</b>	Applies
<b>Partial Disability Earnings Test</b>	While working during Regular Occupation period disability earnings cannot exceed <b>80%</b> of indexed pre-disability earnings. After the Regular Occupation period disability earnings cannot exceed <b>60%</b> of indexed pre-disability earnings
<b>Indexing of pre-disability earnings</b>	Applies
<b>Return to work incentive</b>	Applies - For the first 12 months of return to work, the LTD benefit is not reduced by any disability earnings, provided the total of LTD benefit and disability earnings do not exceed 100% of pre-disability earnings. After the return to work incentive period, benefit is based on percentage of lost income.
<b>Mandatory Rehabilitation Requirement</b>	Does not apply
<b>Enhanced Rehabilitation Benefits</b>	Applies Rehab Benefit –10% of monthly payment \$500 a month Day Care Benefits \$500 a month Spouse/Elder Care 6-month benefit duration
<b>Social Security Offset</b>	Family
<b>Third Party Liability Offset</b>	Does not apply
<b>Individual Disability Insurance Offset (IDI)</b>	Does not apply



## Broward County Board of County Commissioners

<b>Offsets for Other Income</b>	<ul style="list-style-type: none"> <li>• Loss of time benefits under a Workers' Compensation Law, an occupational disease law, or any other act or law with similar intent.</li> <li>• Loss of time disability income payments under a state compulsory benefit act or law, automobile liability insurance policy, other employer sponsored insurance plan, or governmental retirement system as the result of an employee's job with his or her employer.</li> <li>• Retirement benefits, including early retirement benefits, disability retirement benefits, and regular retirement benefits—from the employer's retirement plan.</li> <li>• Wages portion of benefits received under the maritime doctrine of maintenance, wages, and cure.</li> <li>• Loss of time benefits under any salary continuation or accumulated sick leave to the extent the monthly payment and deductible source of income exceed or would exceed 100% of monthly earnings.</li> <li>• A monetary amount received from a partnership, proprietorship, or any similar draws.</li> </ul>
<b>Pre-existing Conditions</b>	A 3/12 pre-existing exclusion applies, as well as for any increase in benefits to the prior plan
<b>Mental nervous, includes Drug Alcohol limit</b>	Applies – Lifetime limit of 24 months
<b>Self Reported Symptoms Limit</b>	Does not apply– No Limitation
<b>Survivor benefit</b>	3 x Gross Monthly Benefit
<b>Accelerated LTD Survivor Benefit</b>	Does not apply
<b>Cost of Living Adjustment</b>	Does not apply
<b>Conversion Provision</b>	Does not apply
<b>Education Benefits</b>	Does not apply
<b>Employee Catastrophic Benefits</b>	Does not apply
<b>Spouse Catastrophic Benefits</b>	Does not apply
<b>Critical Illness</b>	Does not apply
<b>Continued Health Care Benefit</b>	Does not apply
<b>Pension Contribution Benefit</b>	Does not apply



## Broward County Board of County Commissioners

<b>Recurrence</b>	<p>A recurrent disability will be treated as part of a prior claim and the claimant will not have to complete another elimination period if:</p> <ul style="list-style-type: none"> <li>• The claimant was continuously insured under this plan for the period between the prior claim and the current disability; and</li> <li>• The recurrent disability occurs within 6 months of the end of the prior claim.</li> </ul>
<b>Leave and Layoff</b>	<p>If a covered employee is on a temporary layoff, and if premium is paid, the employee will be covered to the end of the month following the month in which the temporary layoff begins.</p> <p>If an employee is on a leave of absence, and if premium is paid, the employee will be covered to the end of the month following the month in which the leave of absence begins. But, with respect to leave of absence under the federal Family and Medical Leave Act of 1993 (FMLA) or similar state law, if it is your policy to allow a longer period of continued coverage for FMLA leaves, this policy will be used to determine the period of continued coverage for FMLA leave. Continuation of such coverage pursuant to this provision is contingent upon Prudential's timely receipt of premium payments and written confirmation of your FMLA leave.</p> <p>If an employee is working reduced hours, for reasons other than disability, and if premium is paid, the employee will be covered to the end of the month following the month in which reduced hours begin.</p> <p>Temporary layoff means an employee is temporarily absent from active employment for a period of time that has been agreed to in advance in writing, other than for reasons in connection with any severance or termination agreement. Normal vacation time, any period of disability or FMLA leave is not considered a temporary layoff.</p>

## Broward County Board of County Commissioners

<b>Tax Services Included</b>	<ul style="list-style-type: none"> <li>• Employer FICA matching and deposit.</li> <li>• Employee FICA withholding and deposit.</li> <li>• Completion of 941 reporting for both employer and employee shares of FICA.</li> <li>• W-2 preparation, mailing and reporting under Prudential's Employee Identification Number (EIN).</li> <li>• Voluntary FIT withholdings may be taken in whole dollar amounts with a minimum of \$88.</li> <li>• State Income Tax (SIT), and/or Local Taxes (LIT) can be withheld, if requested. Employer must provide us the withholding amount (not a percentage), frequency and state code or locality zip code for SIT/LIT via an eligibility feed or on the employer statement at the time of claim submission.</li> </ul>
<b>Non-Standard Services</b>	<p>The Purchaser may request and Prudential may agree to provide services that are not contemplated in this proposal. Prudential may seek reimbursement from the customer for expenses in connection with Non-Standard Services as mutually agreed upon.</p>

## Supplier: Prudential Financial

### 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.

Broward County Board of  
County Commissioners

## Supplier: Prudential Financial

### 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>Sara Guinn-Bailey</b>	<b>Vice President</b>	<b>11-8-2019</b>
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name: **The Prudential Insurance Company of America**

\* 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).

## Supplier: Prudential Financial

### 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: Sara Guinn-Bailey Date: 11-8-2019**

**Title: Vice President**

**Vendor Name: The Prudential Insurance Company of America**

**Supplier: Prudential Financial**

**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).

<b>Sara Guinn-Bailey</b>	<b>Vice President</b>	<b>The Prudential Insurance Company of America</b>	<b>11-8-2019</b>
<b>Authorized Signature/Name</b>	<b>Title</b>	<b>Vendor Name</b>	<b>Date</b>



## Supplier: Prudential Financial

### 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).

#### The Prudential Life Insurance Company of America

Vendor Name

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

**Supplier: Prudential Financial**

**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: The Prudential Insurance Company of America**

**Supplier: Prudential Financial**

**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:

Title:

Vendor Name:

Date:

**Supplier: Prudential Financial**

**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)

<b>Term or Condition Article / Section</b>	<b>Insert version of exception or specific proposed alternative language</b>	<b>Provide brief justification for change</b>
We have provided our redline edits on a separate document.	We have provided our redline edits on a separate document.	We have provided our redline edits on a separate document.

**Vendor Name:** The Prudential Insurance Company of America

**Supplier: Prudential Financial**

## 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).

**Sara Guinn-Bailey**  
**AUTHORIZED SIGNATURE/ NAME**

**Vice President**  
**TITLE**

**11-08-2019**  
**DATE**

**Supplier: Prudential Financial**

**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.	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>
2.						
3.						
4.						
5.						
6.						
7.						

Grand Total      **0.00**                      **0.00**

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:    The Prudential Insurance Company of America**

**Sara Gunn-Bailey**  
Authorized Signature/Name

**Vice President**  
Title

**11-8-19**  
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.	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>
2.							
3.							
4.							
5.							
6.							
7.							
8.							
Grand Total						<b>0.00</b>	<b>0.00</b>

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: The Prudential Insurance Company of America**

**Sara Guinn-Bailey**  
Authorized Signature/Name

**Vice President**  
Title

**11-8-19**  
Date

## Supplier: Prudential Financial

### 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: **The Prudential Insurance Company of America**

Vendor's address listed in its submittal is:

**Prudential's headquarters is in Newark, NJ. The full address is:**

**751 Broad Street  
Newark, NJ 07102-3777**

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>Sara Guinn-Bailey</b>	<b>Vice President</b>	<b>Prudential</b>	<b>10-31-19</b>
Authorized Signature/Name	Title	Vendor Name	Date

**Supplier: Prudential Financial**

**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>Sara Guinn-Bailey</b>	<b>Vice President</b>	<b>The Prudential Insurance Company of America</b>	<b>11-8-2019</b>
<b>AUTHORIZED SIGNATURE/NAME</b>	<b>TITLE</b>	<b>COMPANY</b>	<b>DATE</b>

**Supplier: Prudential Financial**

**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: **Please refer to our uploaded Subcontractors Document**

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address:

Estimated Subcontract/Supplies Contract Amount:

Type of Work/Supplies Provided:

2. Subcontracted Firm's Name: **Please refer to our uploaded Subcontractors Document**

Subcontracted Firm's Address:

Subcontracted Firm's Telephone Number:

Contact Person's Name and Position:

Contact Person's E-Mail Address: