

REQUEST FOR PROPOSALS
FOR THE CITY OF FORT WALTON BEACH
RFP #21-012
MEDICAL, DENTAL, VISION AND/OR LIFE BENEFITS



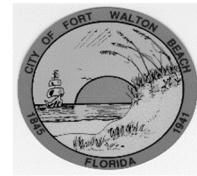
Issued By:

City of Fort Walton Beach, FL
Purchasing Division
105 Miracle Strip Pkwy, SW
Fort Walton Beach, Florida 32548
(850) 833-9523
Fax (850) 833-9643
Website: <http://www.fwb.org/rfps>

Date of Issue: April 15, 2021

Activity	Target Date	Location
RFP Issued by Purchasing	April 15, 2021	Websites
Bid Opening (All Responses in by 2:30PM local time).	May 18, 2021	Annex Building
Evaluation Committee Meeting (tentative date)	June 4, 2021	Annex Building
Award by City Council (tentative date)	June 22, 2021	City Council Chambers
Coverages begin	October 1, 2021	

City of Fort Walton Beach, Purchasing Division
 105 Miracle Strip Pkwy, SW
 Fort Walton Beach, Florida, 32548
 850-833-9523



REQUEST FOR PROPOSAL	
RFP 21-012 – MEDICAL, DENTAL, VISION AND LIFE BENEFITS	
Posting Date	April 15, 2021
Purchasing Contact	Giuliana F. Scott, Purchasing Manager 850-833-9523 / gscott@fwb.org
Opening Date & Time	May 18, 2021 2:30 PM, Central Time
Bid Opening Location	City Hall Annex Bldg, Training Room, 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL 32548
<u>Submission Information</u> : Proposals must be sealed and reference the RFP Number, Title, & Opening Date & Time on the outside envelope.	Mail to: FWB Purchasing Division 107 Miracle Strip Pkwy, SW Fort Walton Beach, FL, 32548

The City of Fort Walton Beach, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response. Proposals will not be accepted unless all conditions have been met. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer. Proposals may not be withdrawn for a period of ninety (90) days after the RFP opening unless otherwise specified.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below. ANY SUCH UNAUTHORIZED CONTACT MAY RESULT IN THE DISQUALIFICATION OF THE RESPONDENTS SUBMITTAL.

It is the intent and purpose of the City of Fort Walton Beach that this Request for Proposal promotes competitive proposals. It shall be the proposer's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single service provider. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the proposal opening date.

PURCHASING CONTACT FOR THIS PROPOSAL:

Giuliana F. Scott - Purchasing Manager
 City of Fort Walton Beach
 105 Miracle Strip Pkwy SW
 Fort Walton Beach, FL 32548
 Phone: 850-833-9523
 Fax: 850-833-9643
 Email: gscott@fwb.org

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SECTION 1 - FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

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NOTE:PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

1.1 PROPOSER’S CERTIFICATION – RFP 21-012

I have carefully examined the Request for Proposal, Instructions to Proposers, General and Special Conditions, Vendor's Notes, Scope of Work, proposed agreement and any other documents accompanying or made a part of this Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS _____
FEIN/SS#

BY: _____
SIGNATURE (ORIGINAL – blue or black ink)

NAME & TITLE (type or print)

EMAIL ADDRESS (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

(_____) _____
TELEPHONE NUMBER

(_____) _____
FAX NUMBER

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2021 by means of ___ physical presence or ___ online notarization by _____ and _____ in (Name of Person Acknowledging) (Name of Person Acknowledging)

their representative capacity as _____ and _____ of
(TITLE) (TITLE)

the Operator, who _____ is personally known to me, or _____ has produced

_____ as ID.
(TYPE OF IDENTIFICATION)

My Commission expires

Public Notary

END OF FORM

1.2 ADDENDUM PAGE RFP #21-012

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SCOPE OF WORK IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

1.3 REFERENCES RFP 21-012

Proposer shall submit as a part of their proposal package, four (4) current client references with name of the customer, address, contact person, and telephone number. Preference will be given to those references that reflect similar size to the City, and breadth of coverages which you are proposing.

REGARDING PROPOSER: _____

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:

1.4 DRUG-FREE WORKPLACE FORM RFP 21-012

The undersigned vendor, on _____, 2021, in accordance with Section 287.087, Florida Statutes, certifies that [company] _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED

1.5 PUBLIC ENTITY CRIME FORM – RFP 21-012**SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract # _____

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is _____ and my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after May 25, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to May 25, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to May 25, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Date)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2021 by means of ___ physical presence or ___ online notarization by _____ and _____ in
(Name of Person Acknowledging) (Name of Person Acknowledging)
their representative capacity as _____ and _____ of
(TITLE) (TITLE)
the Operator, who _____ is personally known to me, or _____ has produced _____ as ID.
(TYPE OF IDENTIFICATION)

My Commission expires

Public Notary

1.6 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

FAX NO.: _____

1.7 LOBBYING CERTIFICATION FORM

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Bidder] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Bidder's Authorized Official

Name and Title of Bidder's Authorized Official

Date

1.8 ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

1.9 SCRUTINIZED COMPANIES FORM

SCRUTINIZED COMPANIES PURSUANT TO FS SECTIONS 287.135 & 215.473:

By signing and submitting this bid, the undersigned bidder hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more).

Any contract with the City of Fort Walton Beach for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

E-MAIL: _____

1.10 QUESTIONNAIRE (Page 1 of 4):

Proposer: _____

In the proposed network(s), identify the hospitals in the following counties: Okaloosa, Escambia, Santa Rosa, Walton and Bay. Please copy this page and respond appropriately for any additional hospitals.

a. Okaloosa:

Hospital #1: _____

Hospital #2: _____

Hospital #3: _____

Hospital #4: _____

Hospital #5: _____

b. Escambia:

Hospital #1: _____

Hospital #2: _____

Hospital #3: _____

Hospital #4: _____

Hospital #5: _____

c. Santa Rosa:

Hospital #1: _____

Hospital #2: _____

Hospital #3: _____

Hospital #4: _____

Hospital #5: _____

d. Walton:

Hospital #1: _____

Hospital #2: _____

Hospital #3: _____

Hospital #4: _____

Hospital #5: _____

e. Bay:

Hospital #1: _____

Hospital #2: _____

Hospital #3: _____

Hospital #4: _____

Hospital #5: _____

QUESTIONNAIRE (Page 2 of 4):

Proposer: _____

In the proposed network(s), identify the Walk-In Clinics in the following counties: Okaloosa, Escambia, Santa Rosa, Walton and Bay. Please copy this page and respond appropriately for any additional clinics.

a. Okaloosa:

- Walk-In Clinic #1: _____
- Walk-In Clinic #2: _____
- Walk-In Clinic #3: _____
- Walk-In Clinic #4: _____
- Walk-In Clinic #5: _____

b. Escambia:

- Walk-In Clinic #1: _____
- Walk-In Clinic #2: _____
- Walk-In Clinic #3: _____
- Walk-In Clinic #4: _____
- Walk-In Clinic #5: _____

c. Santa Rosa:

- Walk-In Clinic #1: _____
- Walk-In Clinic #2: _____
- Walk-In Clinic #3: _____
- Walk-In Clinic #4: _____
- Walk-In Clinic #5: _____

d. Walton:

- Walk-In Clinic #1: _____
- Walk-In Clinic #2: _____
- Walk-In Clinic #3: _____
- Walk-In Clinic #4: _____
- Walk-In Clinic #5: _____

e. Bay:

- Walk-In Clinic #1: _____
- Walk-In Clinic #2: _____
- Walk-In Clinic #3: _____
- Walk-In Clinic #4: _____
- Walk-In Clinic #5: _____

QUESTIONNAIRE (Page 3 of 4):

Proposer: _____

	Okaloosa – For each plan			Escambia – For each plan		
	Total # Drs.	# Board Certified	Accepts New Pts.	Total # Drs.	# Board Certified	Accepts New Pts.
Family Practice						
General Practice						
Internal Medicine						
Obstetrics						
Pediatrics						
Gynecology						
General Surgery						
Cardiovascular Surgery						
Orthopedic Surgery						
Urology						
Psychiatry						
Nephrology						
Dermatology						
Gastroenterology						
Neurology						
Oncology						
Otolaryngology						
Ophthalmology						
Endocrinology						
Chiropractic						

	Santa Rosa – For each plan			Walton – For each plan		
	Total # Drs.	# Board Certified	Accepts New Pts.	Total # Drs.	# Board Certified	Accepts New Pts.
Family Practice						
General Practice						
Internal Medicine						
Obstetrics						
Pediatrics						
Gynecology						
General Surgery						
Cardiovascular Surgery						
Orthopedic Surgery						
Urology						
Psychiatry						
Nephrology						
Dermatology						
Gastroenterology						
Neurology						
Oncology						
Otolaryngology						
Ophthalmology						
Endocrinology						
Chiropractic						

QUESTIONNAIRE (Page 4 of 4):

Proposer: _____

	Bay County – For each plan			
	Total # Drs.	# Board Certified	Accepts New Pts.	
Family Practice				
General Practice				
Internal Medicine				
Obstetrics				
Pediatrics				
Gynecology				
General Surgery				
Cardiovascular Surgery				
Orthopedic Surgery				
Urology				
Psychiatry				
Nephrology				
Dermatology				
Gastroenterology				
Neurology				
Oncology				
Otolaryngology				
Ophthalmology				
Endocrinology				
Chiropractic				

Pharmacies - Provide a list of pharmacies in each county (Escambia, Santa Rosa, Okaloosa, Walton and Bay) that are in your current network including any network mail order options.

PPO Options – Attach a listing of current network providers, including pharmacies and hospitals in Okaloosa, Escambia, Santa Rosa, Walton and Bay Counties. Additionally, indicate on these listings those providers who are not accepting new patients. *These listings should include provider's address (street and city) and category of practice.*

END OF QUESTIONNAIRE

2.0 GENERAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT:

2.1 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud in the Training Room at City Hall Annex Building, 105 Miracle Strip Pkwy SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within THIRTY (30) days after the proposal opening or when an award decision is made, whichever is earlier.

2.2 AMERICANS WITH DISABILITIES ACT: The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request.

2.2.1 For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf

2.3 CONTRACT REQUIRED: The City and the successful proposer shall enter into a Contract for Services that will include, but not be limited to, and may be superseded by such Contract, the following terms and conditions.

2.3.1 Independent Contractor Status; Indemnity: At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.

2.3.2 Copyrighted, Confidential Information: If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.

- 2.3.3 Time Is Of the Essence: A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer will conduct all required work diligently and as specified by the City.
- 2.3.4 Assignment: The successful proposer may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.
- 2.3.5 Termination for Convenience: The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.
- 2.3.6 Termination for Default: The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
- 2.3.7 Hold Harmless / Indemnification Provision: The successful Proposer shall hold harmless, indemnify and defend the City, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the contract or work performed thereunder, whether or not due to or caused by negligence of the City, its members, officials, officers or employees, excluding only the sole negligence of the City, its members, officials, officers and employees.
- 2.3.8 Failure To Execute Contract: Failure of the successful proposer to enter into a contract in the prescribed time may be cause for cancellation of the award to that proposer. In the event the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, or the City may reject all of the proposals. Contractors who default are subject to suspension and/or removal from the City's Proposers List.

- 2.3.9 Right To Audit Records: The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.
- 2.3.10 Fiscal Year Funding Appropriation: Unless otherwise provided by this request, the contract for supplies or services may be entered into for a one year period of time. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

2.4 **PROPOSER'S CERTIFICATION FORM**: Each proposer shall complete the "proposer's certification" form included with this request for proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals may be rejected if the proposer's certification is not submitted with the proposal.

2.5 **PUBLIC ENTITY CRIMES FORM**: A person or affiliate, as defined in Chapter 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Chapter 287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

2.6 **DRUG FREE WORKPLACE CERTIFICATION**: By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with Chapter 287.087 of the Florida Statutes.

2.7 **REFERENCES**: Proposers should provide at least four references for which similar coverage and services have been provided in the past three years. References from the City's general geographic area and from similarly sized Florida cities, counties, municipalities and/or other governments are preferred.

2.8 **FLORIDA PROMPT PAYMENT ACT**:

- 2.8.1 Proper Invoice: For purposes of billing submission and payment procedures, a proper invoice by a contractor, vendor or other invoicing party shall include at least the following information:

- 2.8.1.1 Description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services.
 - 2.8.1.2 Amount due, applicable discounts, and the terms of payment.
 - 2.8.1.3 Full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute, a mailing address for payment purposes (if they are different) and a telephone number.
 - 2.8.1.4 The purchase order or contract number as supplied by the City.
 - 2.8.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided.
- 2.8.2 Delivery Of Invoice: All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Fort Walton Beach, 107 Miracle Strip Parkway, SW, Fort Walton Beach, Florida, 32548.
- 2.8.3 Delivery Acceptance Required: An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods/services to the correct City office, division, or department, acceptance by the City of the goods/services, and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.
- 2.8.4 Invoice Dispute Procedure: If there is a dispute between the City and contractor regarding an invoice, the City or contractor may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, by providing the other party, in writing, notice of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The proceeding to resolve the dispute shall be commenced no later than 45 days after the date on which the payment request or proper invoice was received by the City. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute.

2.9 CONFLICTS: The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

- 2.9.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the

name of any officer, director, or agent who is also an employee of the City. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer’s firm or any of its branches.

2.9.2 The Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City.

2.9.3 The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

2.10 PUBLIC RECORDS

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509
clerk@fwb.org**

2.10.1 Consultant shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City’s custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.

2.10.2 Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Consultant does not transfer the records to the City.

2.10.3 Upon completion of the contract, Consultant shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If

Consultant transfers all public records to the City upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records.

2.10.4 All public records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

2.10.5 Failure of Consultant to comply with the City’s request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.

2.10.6 If Consultant fails to provide the public records to the City within a reasonable time Consultant may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Consultant has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys’ fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

2.11 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES: The submission of any proposal in response to this request for proposal constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents.

2.12 INSURANCE & PERFORMANCE BONDS: Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be in effect for the term of the contract. Should a Contractor fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.

2.13 BID BOND REQUIREMENTS: Bid bond will not be required.

2.14 INSURANCE: Proposers must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City’s minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract.

2.14.1 Workers Compensation

- 2.14.1.1 Coverage A: in conformity with Florida Statutes
- 2.14.1.2 Coverage B: \$500,000/\$500,000/\$500,000

- 2.14.2 Commercial General Liability Each occurrence for:
 - 2.14.2.1 Bodily Injury/ Property Damage: \$1,000,000
 - 2.14.2.2 Personal and Advertising Injury: \$1,000,000
 - 2.14.2.3 Products/Completed Operations Aggregate: \$2,000,000
 - 2.14.2.4 General Aggregate: \$2,000,000
 - 2.14.2.5 Fire Damage: \$100,000
 - 2.14.2.6 Medical Payments: \$10,000
 - 2.14.2.7 Contractual Liability where applicable
- 2.14.3 Business Automobile Liability
 - 2.14.3.1 Combined Single Limit: \$1,000,000
- 2.14.4 Professional Liability – Errors & Omissions Coverage:
 - 2.14.5.1 Per Occurrence: \$1,000,000
 - 2.14.5.2 Aggregate: \$1,000,000
- 2.14.5 Umbrella \$1,000,000 each occurrence / \$1,000,000 aggregate
- 2.14.6 Policy Provisions
 - 2.14.6.1 The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, Umbrella and Professional Liability Policies using an ISO Additional Insured Endorsement form CG2013 or its equivalent.
 - 2.14.6.2 Coverage shall apply as Primary and non-contributory.
 - 2.14.6.3 Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.
 - 2.14.6.4 Notice will be delivered in accordance to Policy Provisions.

2.15 LOCAL MERCHANT PREFERENCE: In accordance with Section 4.01.02 of the City of Fort Walton Beach Code of Ordinances, in operating within the policy of purchasing quality to suit the intended purpose at the least expense, every effort will be made to purchase from merchants located within the City.

- 2.15.1 If all bids/proposals received in response to a competitive procurement are for the same total amount or unit price, quality and service being equal, the procurement shall be awarded to the local merchant.
- 2.15.2 Local Merchant will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a local merchant, as defined in Section 2.18 of the City’s Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.
- 2.15.2 Exception to this Local Merchant Preference policy shall apply to:
 - 2.15.2.1 Purchases or contracts made under an emergency situation, as defined by Section 2.14 of the City’s Purchasing Policies and Procedures.

2.15.2.2 Purchases funded in whole or part by a governmental agency (grant purchases).

2.15.3 The City Council may waive application of the local merchant preference.

2.16 MINORITY-OWNED / WOMAN-OWNED / SERVICE DISABLED VETERAN-OWNED / VETERAN OWNED BUSINESS ENTERPRISE: Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a Minority Business Enterprise, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

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3.0 SCOPE OF SERVICES; SPECIAL TERMS AND CONDITIONS OF PROPOSALS AND CONTRACT:

3.1 PURPOSE: The purpose of this Request for Proposals (RFP) is to seek responses from qualified Proposers providing coverages/services as further described in this RFP for the City of Fort Walton Beach, Florida (the City).

3.2 INTENT:

3.2.1 The intent of this Request for Proposals is for the City to receive bids from the following:

3.2.1.1 Florida non-profit consortiums/pools that were formed for the purpose of providing health insurance to Florida public entities.

3.2.3 The City reserves the right to negotiate with proposer finalist(s) on alternative plan designs.

3.3 OVERVIEW:

3.3.1 The City of Fort Walton Beach is a Gulf coast community located in northwest Florida, in the Panhandle area, about 40 miles east of Pensacola. The City offers a full-service government providing police and fire protection; cultural and recreational activities including parks, a library, a museum, and two championship golf courses; planning and zoning; public works such as street, sidewalk, right-of-way, and cemetery maintenance; utilities service including water, sewer, and storm water; and garbage and recycling collection to a coastal community of 22,740 full-time residents.

3.3.2 PROFILE OF THE CITY OF FORT WALTON BEACH – 2020-2021

DATE OF INCORPORATION: June 16, 1941	
FORM OF GOVERNMENT: Council & Manager	PAVED STREETS: 93.12 miles
GEOGRAPHIC AREA: 7.60 square miles	SIDEWALKS: 63.67 miles
TAXABLE ASSESSED VALUE: \$1,533,134,670	WATER & SEWER LINES: 282.82 miles
CITY MILLAGE RATE: 5.3293	STORM DRAIN: 43.18 miles
POPULATION: 22,740	POLICE STATIONS: 1 FIRE STATIONS: 2
EMPLOYEES: 351 positions, 312.64 FTE's	LIBRARIES: 1 MUSEUMS: 4
SWORN POLICE OFFICERS: 52	18-HOLE GOLF COURSES: 2
FIREFIGHTING PERSONNEL: 44	ACRES OF PARKS: 206

3.4 BACKGROUND: The current group medical benefits program is provided by Public Risk Management (PRM) via Blue Cross Blue Shield of Florida, which has provided medical insurance since 2001.

3.5 CURRENT PLANS

3.5.1 The current group medical benefits program is provided by Public Risk Management (PRM) via Blue Cross Blue Shield of Florida.

3.5.2 Medical Plans: As of October 1, 2020, the enrollment, including all eligible dependents, in the PRM Blue Options plan is approximately 464 covered employees, dependents and/or retirees.

3.5.3 The City is interested in proposals for plan designs that most closely match the City's current plan designs; however, any proposals will be accepted.

- Blue Options 3359 – PPO (current)
- Blue Options 5901 – PPO (current)

3.6 HMO OPTION: The City would also like to consider an HMO option as an alternative for participants who would prefer an HMO plan. Since there is no HMO plan currently being offered, rates should be given on the basis that there is no guarantee of a minimum number who may enroll and with the understanding that the otherwise projected enrollment in the plans above may be affected.

3.7 MEDICARE ADVANTAGE OPTION: In addition, proposers are asked to give Medicare Advantage options for the current and future retirees. The proposed Medicare Advantage plan should only be proposed from the insurer who is proposing on the group medical benefits. The City is not interested in receiving separate Medicare Advantage proposals from anyone other than the medical insurer.

3.8 OTHER RETIREMENT PLAN OPTIONS: Proposers are asked to provide any additional qualified medical retirement plans/options for current and future retirees. The proposed medical retire plan should only be proposed from the insurer who is proposing on the group medical benefits. The City is not interested in receiving separate Medicare Advantage proposals from anyone other than the medical insurer.

3.9 TERM: It is the intent of this solicitation to secure a source for Medical, Dental, Vision and/or Life Benefits for the City of Fort Walton Beach, Florida for a period of two (2) years, with three (3) one (1)-year options at the mutual agreement of both parties.

3.10 PLAN YEAR: The current plan anniversary is October 1, 2020 through September 30, 2021, concurrent with the City's fiscal year. **All proposals are expected to comply with a plan year October 1, 2021 through September 30, 2022.**

3.11 SCOPE OF SERVICES: The Successful Proposer(s) shall provide information on their plans & services they are offering, including information on the following criteria used in the evaluation process:

3.11.1 Costs: Although cost will be a consideration in evaluating proposals, it will not be the only consideration. Cost will include (but not be limited to) disclosure of:

3.11.1.1 Rates/premiums

- 3.11.1.2 Prescriptions cost by level/tier
- 3.11.1.3 Retention and claims cost
- 3.11.1.4 Pooling
- 3.11.1.5 Provider discounts
- 3.11.1.6 Cost guarantees
- 3.11.1.6 Broker fees, commissions, etc.
- 3.11.2 For the proposed medical insurance program, provide a breakdown of the total premium collected for the most recently closed plan year showing each of the following as a percentage of total premium collected (must add up to 100%):
 - _____ Claims Payments
 - _____ Stop loss premium – specific
 - _____ Stop loss premium – aggregate
 - _____ ASO Fees (Administrative Service Fee)
 - _____ Broker Commissions
 - _____ Benefits technology
 - _____ Administrative fees associated with the consortium/pool
 - _____ Regulatory fees/taxes
 - _____ Other (describe in detail).
- 3.11.3 Coverage: The amounts and breadth of coverage and extent of deductibles, co-payments, coinsurance, restrictions or exclusions.
- 3.11.4 Providers: The number and types of providers.
 - 3.11.4.1 For medical benefits, the hospitals and number of physicians under contract and the number of contracted physicians who will accept new patients, and the match-up between current top providers and the network providers proposed.
 - 3.11.4.2 For walk-in clinics, extensiveness of networks
 - 3.11.4.3 For pharmacies, the extensiveness of the pharmacy network.
- 3.11.5 Service / Customer Service - The administration capabilities and experience of proposers. This includes such items as:
 - 3.11.5.1 Enrollment assistance
 - 3.11.5.2 Service responsiveness
 - 3.11.5.3 Communication with City staff on program administration
 - 3.11.5.4 Quality of billings
 - 3.11.5.5 Internet website – both City’s interface, and employee interface
 - 3.11.5.6 Attendance at City meetings/events/health fairs
 - 3.11.5.7 Willingness to engage in at-risk performance guarantees
 - 3.11.5.8 Practices dealing with complaints, grievances and satisfaction, etc.

3.11.5.9 Communications with Human Resources on medical claims, prescriptions, dental, vision, and life insurance claims and any trending or plan recommendations/adjustments

3.11.5.10 Training for City staff on plans administration

3.11.6 Wellness and Disease Management Programs.

- This includes such items as:
 - Breadth of wellness and disease management program
 - Predictive modeling capabilities
 - Health risk assessment and self-help tools
 - Health coaching
 - Internet website
 - Attendance at wellness meetings/events
 - Experience in developing and administering programs, including use of incentives and other methods to encourage participation.
- Additionally, please outline any wellness services that you think would be advantageous to the City and why.

3.11.7 Employee Assistance Program(s) EAP – This includes programs that assist employees with personal problems and/or work-related problems that may impact their job performance, health, mental and emotional wellbeing.

- Additionally, please outline any additional EAP services that you think would be advantageous to the City and why.

3.11.8 Reporting Services – Monthly and annual reports of paid claims, quality of experience reports, developing ad hoc reports, extent and quality of reports on wellness/disease management, ability for covered member to track wellness and health claims, etc.

3.11.9 Stability - Financial stability of the proposer, A.M. Best ratings (if applicable), the number of years in business, etc. Pool proposers should provide financial statements.

3.11.10 References – The input received from references contacted and the relevant experience such references display.

3.12 **RATE GUARANTEE PERIOD:** Regardless of actual enrollment, the initial rates shall be guaranteed for 12 months. Changes after the initial 12 month period shall be subject to the Rerating Endorsement. Renewal guarantees are encouraged and will be considered favorably.

3.13 ACCESS TO CLAIM FILES: The proposer agrees that the City shall have reasonable access to all claim files created as a result of the claims services to be provided by the successful proposer. For the purpose of this provision, reasonable access shall include making available, upon receipt of five (5) days advance written notice, all claim files for review by the City. Further, upon written request of the City, the successful Proposer shall make available to the City at the City's offices and within ten (10) days after the written request, a complete copy of selected files identified by the City.

3.14 OWNERSHIP OF CLAIM DATA:

3.14.1 The City shall have all right, title, interest and ownership to all loss statistics created as a result of the services to be provided by the successful Proposer.

3.14.2 Further, at the sole option of the City, and upon fourteen (14) calendar days' written notice, the successful Proposer shall provide such data to the City.

3.14.3 At the termination of the contract, the successful Proposer shall provide the City with electronic media containing all of the data required to facilitate a smooth transition. Such data shall be made available within 30 days of written request, in a format generally importable into a commonly recognized database for loss statistics.

3.15 AUDIT: Proposers shall state to what extent they will allow the City to audit or, to permit designees on behalf of the City, to audit the proposer's files and procedures as they relate to the City.

3.16 ELIGIBILITY & ENROLLMENT: Coverage must match the City's current eligibility requirements, including for retirees, as outlined in the City's current plan documents, found in the Section 6 (Exhibit A) of this RFP, and applicable employee handbooks and manuals.

3.16.1 Proposers should be aware that it is impossible to predict how many employees will elect each plan design and monthly premiums rates for each plan design must be honored as proposed even if there is a substantial change in plan design choices at enrollment.

3.16.2 **All proposals should include copies of any contract which the City will be required to execute.** All proposals should include copies of standard communication materials that are sent to members, such as explanation of benefit (EOB) type forms.

3.17 MEDICAL ADMINISTRATIVE SERVICES: Except for the collection of premium to the successful Proposer and, as except otherwise noted in this RFP, the successful Proposer shall be totally responsible for the administration of the plan.

3.18 WELLNESS PROGRAM & DISEASE MANAGEMENT SERVICES: The City currently has a proactive wellness and disease management program, including participation incentives, including but not limited to health screenings, flu shot programs, health risk assessments and health fairs. Please provide details in your proposal of all current program offerings including, if applicable, any additional cost. Proposals should detail the support staff and other assistance that will be provided.

3.19 PERFORMANCE GUARANTEES: Proposers should confirm that they are willing to offer performance guarantees and that they are willing to permit the City access to claims offices, personnel and files to conduct audits necessary to verification of performance standards.

3.19.1 Performance may be evaluated on a variety of issues, such as:

- Timely delivery of finalized contracts for the selected program.
- Timely delivery of identification cards, at and subsequent to initial enrollment.
- Timely delivery of provider directories, at and subsequent to initial enrollment.
- Timely delivery of plan documents.
- Claims turnaround time.
- Accuracy of claims coding and payments.
- Telephone response time, and abandonments.
- Quality of service to plan participants, as measured by periodic surveys.
- Quality and timeliness of claims experience reports.
- Network provider participation, with penalties for drops below pre-specified levels.
- Rate of provider turnovers.
- Access to standards of care.
- Collection or other threats to participants by providers not paid by the insurer.

3.19.2 Explain how these measurements will be applied specifically to the City's account, compared to your company's standard performance measurements.

3.20 PERFORMANCE SCHEDULE: The winning Proposer(s) shall commence performance on issuance of the City's Notice to Proceed (anticipated issue date: July 1).

3.20.1 Enrollment to begin between August 1 and Sept 1, 2021.

3.20.2 ID cards and full benefits ready to begin October 1, 2021.

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4.0 SUBMISSION REQUIREMENTS

4.1 ECONOMY OF PREPARATION: Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP. **Submit one unbound original and four hard copies (a total of five); plus one electronic copy on a thumb drive.** Proposals shall be brief and to the point as possible, while still meeting proposal requirements.

4.2 USE OF PROPOSAL FORMS - **Proposers should complete the appropriate Proposal Form(s) included in Section 1 of this RFP.** All blanks on the Proposal Forms should be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Proposal Forms need not be completed for coverages/services not being proposed.

4.2.1 Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

4.2.2 If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Proposal Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

4.3 SIMILAR PROJECTS & REFERENCES: Proposers shall supply a list and description of at least four (4) similar clients over the past five (5) years, along with the contact information of the client.

4.4 MINORITY BUSINESS ENTERPRISE: Identify whether the Proposer, or any of the Proposer's team qualifies as a Minority Business Enterprise pursuant to Florida Statutes 288.703.

4.5 REQUESTS FOR ADDITIONAL INFORMATION: During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

4.6 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS: The City reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

4.7 INCURRED EXPENSES: The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP.

4.8 INTERVIEWS: A formal oral presentation may be required of each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit or otherwise demonstrate the information contained therein.

4.9 PROPOSALS BINDING: All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.

4.10 ALTERNATE PROPOSALS: An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.

4.11 ADDENDUM AND AMENDMENT TO REQUEST FOR PROPOSAL: If it is necessary to revise or amend any part of this RFP, the Purchasing Manager will post the addendum on the Florida Proposal System website at www.BidNetDirect.com and/or on the City's website at www.FWB.org/rfps. It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.

4.12 PROPRIETARY INFORMATION: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFP's and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall identify **specifically** any such information contained in their proposals and cite specifically the applicable exempting law.

4.13 PROPERTY OF THE CITY: All proposals received from proposers in response to this RFP will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

4.14 RESPONSE TO SCOPE OF SERVICES:

4.14.1 Contact Restrictions for Proposers: All questions or requests for additional information regarding this proposal MUST be directed to the designated Purchasing Manager indicated below. Prospective Proposers shall not contact any member of the City Manager's Office or other City employees regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City's Website at www.fwb.org/rfps. Any such contact shall be cause for rejection of your proposal.

4.14.2 **All proposers shall direct communications and inquiries to:**

Giuliana Scott, Purchasing Manager
105 Miracle Strip Pkwy. SW
Fort Walton Beach, FL 32548
Phone: (850) 833-9523
Fax: (850) 833-9643
Email: gscott@fwb.org

4.14.3 Cut out and use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a “Sealed Bid”.



**Deliver to: City of Fort Walton Beach
 Attn: Purchasing
 105 Miracle Strip Pkwy SW
 Fort Walton Beach, FL 32548**

SEALED BID DO NOT OPEN

SEALED RFP#: 21-012

RFQ TITLE: Medical, Dental, Vision and/or Life Benefits

DUE DATE/TIME: May 18, 2021 2:30 PM – Central Time

4.15 **VENDOR PROTESTS:** Proposers or Respondents who do not agree with the City Council’s recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days after award.

4.16 **NEGOTIATIONS**

4.16.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer’s best terms from a cost or price and technical standpoint.

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

4.17 **CONTRACT AWARD:** The Proposer's proposal must be complete to be considered for award.

4.17.1 The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.

- 4.17.2 The City reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.
- 4.17.3 It is the City's intent to make an award within ninety (90) working days of the proposal due date.
- 4.17.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract. Awarded vendor will be given the City's contract compliance document to complete and return within thirty (30) calendar days of contract award.

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5.0 EVALUATION OF PROPOSALS - It is intended that one firm shall be selected to perform services on behalf of the City of Fort Walton Beach. The City's representatives will rank each prospective firm in order of preference, based upon items addressed in the qualifications that are received. The City of Fort Walton Beach, through its representatives, will negotiate with the highest ranked prospective firm. The firm retained serves at the discretion, direction and the pleasure of the City of Fort Walton Beach.

5.1 Evaluation Committee – An evaluation committee will be formed to review, score, and rank all proposals. Proposals will be evaluated to determine those that best meet the needs of the City. After review of all proposals (and interviews if required) the Evaluation Committee will score each proposal based on the assigned evaluation criteria.

5.2 Evaluation Committee Meeting - The Evaluation Committee will meet at 10:00 a.m. June 4, 2021 in the City Hall Annex Building - Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.

5.3 Rating System - The Evaluation Committee will rate all proposals utilizing the Weighted Rating System (see Section 5.6 – 5.7). The sum of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

5.4 Presentation/Interview: At the option of the City, the top scoring firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. The City reserves the right to conduct interview(s) with vendors in person or by the telephone. The City also reserves the right to contact references and establish an interview(s) with references in person or by the telephone.

5.5 The top ranked proposer with the highest Total Weighted Score will be recommended for award to the City Council. The City Council will accept the recommendation to award to the highest ranked firm, or to reject all proposals.

5.6 Evaluation Criteria: Proposals will be evaluated by the City of Fort Walton Beach's Evaluation Committee using the following criteria:

- 5.6.1 Costs, including premiums/rates, retention & claims cost, pooling, provider discounts, cost guarantees, broker fees, commissions, etc.
- 5.6.2 Coverages – breadth of coverages, extent of deductibles, co-payments, coinsurance, restrictions or exclusions.
- 5.6.3 Providers – number & types of providers.
- 5.6.4 Service/Customer Services
- 5.6.5 Wellness & Disease Management Programs
- 5.6.6 Reporting Services
- 5.6.7 Stability – Financial stability of proposer
- 5.6.8 References
- 5.6.9 Local Merchant Preference
- 5.6.10 Minority-Owned / Woman-Owned / Service-Disabled Veteran-Owned / Veteran-Owned Business Enterprise

5.7 EVALUATION CRITERIA SCORING:

Proposal Evaluation Form				
Evaluator:		Date:		
Respondent:				
Criteria	Rating*	x	Weight	Score:
1. Responsiveness of RFP submittal (5%)			0.05	
Subtotal of Points				
2. Costs (20%)			0.20	
Subtotal of Points				
3. Coverages & Providers (25%)			0.25	
Subtotal of Points				
5. Customer Service & Reporting (15%)			0.15	
Subtotal of Points				
6. Wellness & Disease Mgmt Programs (5%)			0.05	
Subtotal of Points				
8. Financial Stability (20%)			0.20	
Subtotal of Points				
9. MBE/WOB/SDVOT/VOB (5%)	0 or 5		0.05	
Subtotal of Points				
10. Local Merchant Preference (5%)	0 or 5		0.05	
			100%	
Subtotal of Points				
Total Weighted Score:				

* Ratings:

- 0 - Not responsive; Included no information on the subject criteria
- 1 - Poor
- 2 - Fair
- 3 - Average,
- 4 - Good
- 5 - Excellent/Superior

5.7.1 REQUESTS FOR ADDITIONAL INFORMATION: During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

5.8 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS PROHIBITION OF COMMUNICATION

- 5.8.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Manager during the submission process, except as provided below.
- 5.8.2 Point Of Contact - The Purchasing Manager, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the evaluation committee to properly and accurately rate the proposals.
- 5.8.3 Discussion Of Proposals – The Purchasing Manager, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
- 5.8.4 Questions - Proposer shall address any questions regarding the proposal process to the Purchasing Manager, in writing and in sufficient time before the period set for the receipt and opening of proposals. Inquiries received within ten (10) days of the date set for receipt of proposals may not be answered or given any consideration. The Purchasing Manager shall issue any interpretation for a proposer in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Manager will convey that addendum to all proposers no later than five (5) days prior to the date set for receipt of proposals.
- 5.8.5 Additionally, the City prohibits communications initiated by a proposer to the City official or employee evaluating or considering the proposals prior to the time an award decision has been made. If a proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.

5.9 RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA - All proposers must contact the Purchasing Manager prior to submitting a proposal to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the proposal.

5.9.1 **All proposers shall direct communications and inquiries to:**

Giuliana F. Scott, Purchasing Manager
Purchasing Division, City of FWB
gscott@fwb.org or 850-833-9523
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548

SECTION 6 - EXPOSURE, LOSS DATA AND CONTRACT PROVISIONS

6.1 SOURCE OF INFORMATION: The City of Fort Walton Beach, FL and current vendors and carriers supplied all data and statistical information. In some instances, data was retyped for clarity. If there are omissions, additional data is not readily available.

6.2 **Exhibit A - D: Please refer to the following documents posted as Exhibits A thru D on www.fwb.org/rfps or at www.BidNetDirect.com.**

6.2.1 Census (Exhibit A)

Medical Census - Please see the City's website at www.fwb.org for the medical census in pdf format or email Giuliana Scott at gscott@FWB.org for the Excel version.

6.2.2 Medical - Summary Plan Descriptions (Exhibit B)

- BlueOptions 3559 – PPO
- BlueOptions 5901 – PPO

6.2.3 Dental - Blue Choice Dental Plan (Exhibit C)

6.2.4 Vision/Eye Care - NVA Vision Benefits (Exhibit D)

6.3 **Items On Demand: Available on Request by contacting Giuliana Scott, Purchasing Division at 850-833-9523 or gscott@fwb.org.**

6.3.1 Fort Walton Beach Reports (Available Upon Request)

- Census Summary by County
- Drugs – Brand vs Generic
- Monitoring by Utilization & Enrollment
- Professionally Paid & Utilization by Service Type
- Top Drug Classes
- Top Drugs
- Drug Brand v. Generic
- Medical Rates and Monthly Contributions by City and Employees by Plan

6.3.2 Life – US Able (Available Upon Request)

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SECTION 7 – NOTICE TO PROPOSERS

CITY OF FORT WALTON BEACH, FLORIDA

BID NUMBER: RFP# 21-012**Date: April 15, 2021**

The City of Fort Walton Beach will accept sealed proposals at City Hall Annex until May 18, 2021, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at City Hall Annex Building, Training Room, 105 Miracle Strip Parkway SW, FL 32548 for the following:

MEDICAL, DENTAL, VISION AND/OR LIFE BENEFITS

Copies of Proposal Provisions and Forms may be found at the Florida Bid System website at www.BidNetDirect.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org/rfps.

Additional technical information relative to this proposal may be obtained from Giuliana F. Scott, Purchasing Manager, at (850) 833-9523 or gscott@fwb.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFP 21-012 – MEDICAL, DENTAL, VISION AND/OR LIFE BENEFITS**

Note: Any Proposer failing to mark the outside of the envelope, as set forth herein may not be entitled to have their bid considered.

Address responses and deliver to:

Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway, SW
Fort Walton Beach, FL 32548

2.2 AMERICANS WITH DISABILITIES ACT: The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request.

2.2.1 For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf