# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date:	08/13/2019			
Contract/Lease Control #: <u>C19-2834-RM</u>				
Procurement#:	<u>RFP RM 53-19</u>			
Contract/Lease Type:	<u>CONTRACT</u>			
Award To/Lessee:	MINNESOTA LIFE INSURANCE COMPANY			
Owner/Lessor:	<u>OKALOOSA COUNTY</u>			
Effective Date:	08/06/2019			
Expiration Date:	08/05/2022 W/2 1 YR RENEWALS			
Description of Contract/Lease:	EMPLOPYEE LIFE INSURANCE			
Department:	<u>RM</u>			
Department Monitor:	GIBSON			
Monitor's Telephone #:	850-689-5977			
Monitor's FAX # or E-mail:	<u>EGIBSON@MYOKALOOSA.COM</u>			

# Closed:

Cc: Finance Department Contracts & Grants Office



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 09/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER		2-333-3323	CONTA NAME:			or Melody Kro	nbach	
Hays Companies			PHONE (A/C, No	C10 01	33-3323		FAX (A/C, No): 612-3	373-7270
80 South 8th Street			E-MAIL		strom@hays	companies.com		
Suite 700				to the second	URER(S) AFFOR	DING COVERAGE		NAIC#
Minneapolis, MN 55402			INSURE	RA: SENTRY	INS A MUT	CO		24988
INSURED			INSURE	RB: ALLIED	WORLD NAT	L ASSUR CO		10690
Minnesota Life Insurance Company			INSURE	RC: SENTRY	CAS CO			28460
400 Robert Street North			INSURE	RD:				
			INSURE	RE:				
St. Paul, MN 55101-2098			INSURE	RF:				
		NUMBER: 63334705				REVISION NUM		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH POL	REMENTAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	Y CONTRACT	OR OTHER I	DOCUMENT WITH D HEREIN IS SUE	RESPECT TO	WHICH THIS
INSR ADD	LSUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
A X COMMERCIAL GENERAL LIABILITY	avw c	901776003		11/01/20	11/01/21	EACH OCCURRENC		000,000
CLAIMS-MADE X OCCUR						DAMAGE TO RENTE PREMISES (Ea occur	D	000,000
						MED EXP (Any one p		
		6				PERSONAL & ADV IN		000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREG	ATE \$ 10,	000,000
X POLICY PRO- JECT LOC						PRODUCTS - COMP	1	000,000
OTHER:							S	
A AUTOMOBILE LIABILITY		901776005 (MA)		11/01/20	11/01/21	COMBINED SINGLE (Ea accident)	LIMIT \$ 2,0	000,000
A X ANY AUTO		901776004 (AOS)		11/01/20	11/01/21	BODILY INJURY (Per	r person) \$	
OWNED SCHEDULED AUTOS						BODILY INJURY (Per		
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	E \$	
							\$	
B X UMBRELLA LIAB X OCCUR		03125722		11/01/20	11/01/21	EACH OCCURRENC		000,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,	000,000
DED X RETENTIONS 10,000							\$	
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		901776001 (AOS)		11/01/20	11/01/21	X PER STATUTE	OTH- ER	
C ANYPROPRIETOR/PARTNER/EXECUTIVE N/A		901776002 (HI,MA,WI	)	11/01/20	11/01/21	E.L. EACH ACCIDEN		000,000
(Mandatory in NH)						E.L. DISEASE - EA E		
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLI	CYLIMIT \$ 1,0	000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	ACORD	101, Additional Remarks Schedul	le, m					
RE: Contract #C19-2834-RM.				(	CONTRAC	CT#: C192	834-RM	
Evidence of Insurance. MINNESOTA LIFE INSURANCE COMPANY								
EMPLOYEE LIFE INSURANCE								
EXPIRES: 08/05/2022 W/2 1 YR RENEWALS								
					0. 00/03/2	2022 99/2 1		VALO
CERTIFICATE HOLDER CANCELLATION								
Okaloosa Board Of County Commissioners SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
101 East James Lee Blvd Room			AUTHO	RIZED REPRESE	NTATIVE			
Crestview, FL 32531					Ca	e.		
CLEBCATEM' LU 2722T	U	SA			Y		_	
		the set with the		© 19	88-2015 AC	ORD CORPORA	TION. All rig	hts reserved.

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# SUPPLEMENT TO CERTIFICATE OF INSURANCE

NAME OF INSURED: Minnesota Life Insurance Company

Named Insured Includes:

Minnesota Mutual Companies, Inc. Securian Holding Company Robert Street Property Management, Inc. Securian Financial Group, Inc. Securian Financial Services, Inc. Securian Trust Company, NA Minnesota Life Insurance Company Securian Ventures, Inc. Securian Casualty Company Securian Asset Management, Inc. 1800 Reinsurance Company Ochs, Inc. Lowertown Capital, LLC Allied Solutions, LLC Securian Life Insurance Company CRI Securities, LLC Oakleaf Service Corporation Securian AAM Holdings, LLC Asset Allocation & Management Company, LLC Empyrean Holding Company, Inc. Empyrean Benefit Solutions, Inc. Empyrean Insurance Services, Inc. Spinnaker Holdings, LLC Bloom Health Insurance Agency, LLC Bloom Health Services, LLC

DATE 09/27/2021

# CONTRACT#: C19-2834-RM MINNESOTA LIFE INSURANCE COMPANY EMPLOYEE LIFE INSURANCE EXPIRES: 08/05/2022 W/2 1 YR RENEWALS



#### **RATE CONFIRMATION**

- 1. Policyholder: Okaloosa County BOCC
- 2. Policy Number(s): 34674
- 3. Insurance Product(s): Basic Term Life and AD&D, Employee and Spouse Supplemental Term Life and AD&D, Child Life
- 4. The insurance rates included in this rate confirmation are net of commissions.
- 5. Underwriting company: Minnesota Life Insurance Company
- 6. Rate Coverage Period: October 1, 2021 September 30, 2022

Premium Rates:				
	Curren	t Rates	Renewal Rates	
Goyange	Rate per \$1,000		Rats per 51,000 per month	
Basic Active Life	\$0.	060	\$0.050	
Basic Retiree Life	\$1.	000	\$0.900	
Basic Active AD&D	\$0.	020	\$0.020	
Employee	Age	Rate	Age	Rate
Supplemental Life*	Under 25	\$0.060	Under 25	\$0.050
	25 – 29	\$0.060	25 – 29	\$0.050
	30 - 34	<b>\$</b> 0.070	30 – 34	\$0.060
	35 – 39	\$0.100	<u> 35 – 39</u>	\$0.090
	40 - 44	<u>\$0.150</u>	<u>40 – 4</u> 4	\$0.140
×	45 – 49	\$0.260	45 – 49	\$0.230
	50 - 54	\$0.410	50 – 54	\$0.370
	55 – 59	\$0.560	55 <b>-</b> 59	\$0.500
	60 - 64	\$0.930	<u> 60 – 6</u> 4	\$0.840
	65 - 69	\$0.936	65 - 69	\$0.840
	70 – 74	\$0.924	70 – 74	\$0.830
	75**	\$1.150	75**	\$1.040
Spouse	Age	Rate	Age	Rate
Supplemental Life*	Under 25	\$0.060	Under 25	\$0.050
	25 - 29	\$0.060	25 <b>–</b> 29	\$0.050
	30 – 34	\$0.070	30 - 34	\$0.060
	35 – 39	\$0.100	35 – 39	\$0.090
	40 – 44	\$0.150	40 - 44	\$0.140
	45 – 49	\$0.260	45 – 49	\$0.230
	50 <b>- 54</b>	\$0.410	50 - 54	\$0.370
	55 – 59	\$0.560	55 – 59	\$0.500
	60 - 64	\$0.930	60 - 64	\$0.840
	65 – 69	\$0.943	65 - 69	\$0.850
	70 – 74	\$0.936	70 – 74	<b>\$0.84</b> 0
	75**	\$1.165	75**	\$1.050
Employee Supplemental AD&D	\$0.020		\$0.0	020
Child Life	\$0.100		\$0.090	

\*Please note, supplemental life rates do not include AD&D \*\*Rates increase beyond age 75 and will be provided upon request.

Securian Financial Group

usa Munson Alcala Βv

Susan Munson-Regala

Date July 22, 2021

Title Vice President and Actuary

#### ACKNOWLEDGEMENT BY AUTHORIZED REPRESENTATIVE OF POLICYHOLDER

This document confirms that the rates stated above are the agreed upon rates for the specified policy numbers. These rates will be charged for coverage amounts effective during the Rate Coverage Period listed above. This renewal offer is subject to the current terms and conditions of the policies covering employees and their dependents. Minnesota Life reserves the right to adjust the rates at any time in the event of plan design changes, modifications to the definition of eligible employees, or significant demographic changes in the group. We define significant changes to mean a change in the volume within a coverage or across coverages of more than 15%. Actives and retirees are considered independent coverages. The baseline for calculating the total change in volume will be the volume provided in the 2021 renewal census.

By Kelly Bird Date 7/29/2021 Title Reak Manager



# **Board of County Commissioners Purchasing Department**

State of Florida

Date: June 14, 2019

#### OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD RFP RM 53-19

### Employee Vison, Employee Life, Employee Short-Term and Employee Long-Term Disability Insurance

Okaloosa County would like to thank all businesses which submitted responses to the **Employee Vison**, **Employee Life**, **Employee Short-Term and Employee Long-Term Disability Insurance** solicitation. (RFP RM 53-19)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

EyeMed Vison Care, LLC-Vision Portion 4000 Luxottica Place Mason, OH 45040

Minnesota Life Insurance Company (OCHS)-Long Term Disability and Life Insurance Portion 400 Robert Street N. St. Paul, MN 55101

Short-term Disability not awarded at this time.

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

Jeff Purc using Manager

5479A Old Bethel Road, Crestview, FL 32536

Voice: (850) 689-5960

Fax: (850) 689-5970

# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: <u>760 5316</u> Tracking Number: <u>3435-1</u>			
Procurement/Contractor/Lessee Name: <u>MinnescleLife</u> Grant Funded: YESNO_X			
Purpose: Employee life Indurace			
Date/Term: 34R5 WZ INR HELEVICIS 1. 1 GREATER THAN \$100,000			
Amount: <u>Ehplice II par al</u> 2. GREATER THAN \$50,000			
Department: <u><i>Risk</i></u> 3. <b>Store</b> 3. <b>Store</b> 3.			
Dept. Monitor Name: 67554			
Purchasing Review			
Procurement or Contract/Lease requirements are met: Date: 7999 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella			
2CFR Compliance Review (if required)			
Approved as written: NO Fedral & Grant Name:			
Grants Coordinator Danielle Garcia			
Risk Management Review			
Approved as written: Se small attach Date: 7-9-19			
Risk Manager or designee Laura Porter or Krystal King			
County Attorney Review			
Approved as written: County Attorney County Attorney Gregory T. Stewart, Lynn Hoshibara, Kerry Parsons or Designee			
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee			
Following Okaloosa County approval:			
Clerk Finance Document has been received:			
Date:			
Finance Manager or designee			

#### **DeRita Mason**

From: Sent: To: Cc: Subject: Edith Gibson Tuesday, July 16, 2019 3:54 PM DeRita Mason; Parsons, Kerry Lynn Hoshihara; Karen Donaldson RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

It looks good.

Thank you,

Edith Z. Gibson Risk Manager Okaloosa County Risk Management 5479-B Old Bethel Rd. Crestview, FL 32536 Office: 850-689-5979 Cell: 850-585-8915 egibson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com> Sent: Tuesday, July 16, 2019 3:47 PM To: Parsons, Kerry <KParsons@ngn-tally.com>; Edith Gibson <egibson@myokaloosa.com> Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com> Subject: RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

Thank you, see updated with all changes and comments incorporated.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]

Sent: Tuesday, July 16, 2019 3:24 PM

To: Edith Gibson <<u>egibson@myokaloosa.com</u>>; DeRita Mason <<u>dmason@myokaloosa.com</u>> Cc: Lynn Hoshihara <<u>lhoshihara@myokaloosa.com</u>>; Karen Donaldson <<u>kdonaldson@myokaloosa.com</u>> Subject: RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

In addition to what was already amended, I had a few minor revisions.

Kerry A. Parsons, Esq.

#### **DeRita Mason**

From:	Parsons, Kerry <kparsons@ngn-tally.com></kparsons@ngn-tally.com>
Sent:	Tuesday, July 16, 2019 4:43 PM
То:	DeRita Mason; Edith Gibson
Cc:	Lynn Hoshihara; Karen Donaldson
Subject:	RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

This is approved for legal purposes.

Kerry A. Parsons, Esq. Nabors Giblin & Nickerson 1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308 T. (850) 224-4070 Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: DeRita Mason <dmason@myokaloosa.com>

Sent: Tuesday, July 16, 2019 4:47 PM

To: Parsons, Kerry <KParsons@ngn-tally.com>; Edith Gibson <egibson@myokaloosa.com> Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com> Subject: RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

Thank you, see updated with all changes and comments incorporated.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com] Sent: Tuesday, July 16, 2019 3:24 PM To: Edith Gibson <egibson@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com> Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com> Subject: RE: EyeMed Best and Final - Okaloosa County BOCC (Email 3/3)

In addition to what was already amended, I had a few minor revisions.

Kerry A. Parsons, Esq. Nabors Giblin & Nickerson 1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308 T. (850) 224-4070 Kparsons@ngn-tally.com

### CONTRACT For RFP 53-19 Employee Life Insurance

This Contract executed and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2019, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and Minnesota Life Insurance Company (hereinafter the "Contractor"), a foreign profit corporation, whose principal address is 400 Robert Street North, St.Paul, MN 55101, states as follows:

#### WITNESSETH:

WHEREAS, the County through an Invitation to Bids has solicited for Employee , Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance; and

WHEREAS, after due review of all bids, Minnesota Life Insurance Company has been selected to provide Employee Life Insurance; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B "attached hereto; and

WHEREAS, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

#### I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

- 1. Exhibit "A", Federal Regulations, attached hereto and made a part of the contract.
- Exhibit "B", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, RFP RM 53-19, Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance date of opening May 2, 2019 at 3:00 P.M. and any addendums thereto.
- 3. Exhibit "C" Rates and Plans for Employee Life Insurance.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

#### II. Scope of Work

The Contractor will provide services in accordance with the terms and conditions of this contract and attached Exhibit "B and C".

CONTRACT: C19-2834-RM MINNESOTA LIFE INSURANCE COMPANY EMPLOYEE LIFE INSURANCE EXPIRES: 08/05/2022 W/2 1 YR RENEWALS

1

#### **III.** Invoice Requirements

The Contractor shall submit all fees payable to the Okaloosa County in accordance with the terms and conditions of this contract and attached Exhibit "B and C".

# IV. Duration of Contract and Termination of the Contract

The Contract will be effective when all parties have signed and will continue for three (3) years. The contract may be renewed for an additional two (2) one (1) year renewals upon mutual agreement of both parties.

Either party may terminate the Contract with or without cause by providing thirty (30) days written notice to the non-terminating party. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all reasonable costs and expenses incurred by the County in correcting the deficiency. The Contractor may terminate this Agreement if it determines that the County has materially breached any of its obligations arising under this Agreement.

This Agreement shall terminate upon the termination of the group insurance policy(ies) issued by Contractor to the County.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

- 1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to computed; and
- 2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

# V. Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County, or the United States District Court for the Northern District of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### VI. Intent of Contract Documents

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

### VII. Investigation

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities. Limit conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

# VIII. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

#### The authorized representatives of the County shall be:

Edith Gibson, Risk Management Director 5479B Old Bethel Rd. Crestview, FL 32536 Phone: 850-689-5970 Email: egibson@myokaloosa.com

# The authorized representative for Minnesota Life Insurance Company shall be:

Jessica Grinsteinner 400 Robert Street North St. Paul, MN 55101 Phone: 800-392-7295 Email: jgrinsteinner@ochsinc.com

## Courtesy copy to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Phone: 850-689-5960 Fax: 850-689-5998 Email: <u>dmason@myokaloosa.com</u>

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

# IX. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida, or the United States District Court for the Northern District of Florida.

# X. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

# IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 <u>riskinfo@myokaloosa.com</u>.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- 1. Keep and maintain public records required by the County to perform the service.
- 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

# XI. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract. Notwithstanding anything to the contrary, Contractor shall not be required to disclose any information or data where such disclosure would violate confidentiality, privacy, or nondisclosure requirements of either federal or state law or any nondisclosure or confidentiality obligations to which Contractor is subject.

# XII. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

# XIII. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, and any insurance policy(ies) issued by Contractor to the County, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

# XIV. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

# XV. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All material services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall

Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

## XVI. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

### XVII. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including reasonable attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, to the extent arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

Notwithstanding the foregoing, Contractor's indemnification and hold harmless obligation shall not apply to the extent that an allegation or claim arises out of the County's negligence, willful misconduct, breach of this Agreement, or violation of law.

# XVIII. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of Minnesota Life Insurance Company represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of Minnesota Life Insurance Company obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

# XVI. Subcontracting

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Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

For purposes of this Agreement, "subcontract" shall mean any contract between Contractor and any person, firm, or company to specifically and exclusively perform one or more of Contractor's obligations explicitly set forth in the Agreement. The term "subcontract" does not include a contract between Contractor and another person, firm, or company to provide services that are not specifically and exclusively for the performance of one or more of Contractor's obligations explicitly set forth in the Agreement, including the provision of any services used by Contractor across Contractor's portfolio of business. "Subcontractor" shall mean any person, firm, or company that enters into a contract with Contractor specifically and exclusively for the performance of one or more of Contractor's obligations explicitly set forth in the Agreement. The term "subcontractor" does not include any person, firm, or company utilized by Contractor to provide services that are not specifically and exclusively for the performance of one or more of contractor's obligations explicitly set forth in the Agreement. The term "subcontractor" does not include any person, firm, or company utilized by Contractor to provide services that are not specifically and exclusively for the performance of one or more of Contractor's obligations explicitly set forth in the Agreement. The term "subcontractor" does not include any person, firm, or company utilized by Contractor to provide services that are not specifically and exclusively for the performance of one or more of Contractor's obligations explicitly set forth in the Agreement, including the provision of any services used by Contractor across Contractor's portfolio of business.

### XX. Insurance

### CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. Where applicable, the County shall be included as an Additional Insured with a Waiver of Subrogation (except for Workers' Compensation) on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- 6. The County reserves the right at any time to submit a request to the Contractor to provide copies (redacted if necessary) of any insurance policies required herein this contract, to document the insurance coverage specified in this Agreement.
- 7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### WORKERS' COMPENSATION INSURANCE

- 1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

# **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

# COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- 2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- 3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability

- 2.) Bodily Injury and Property Damage Liability
- 3.) Contractual Liability
- 4.) Products and Completed Operations Liability
- 4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

1.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident
		(A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence
		for Bodily Injury & Property Damage
		\$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Cyber Liability	\$1,000,000 each occurrence
6.	Professional Liability	\$1,000,000 each occurrence

#### NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### **INDEMNIFICATION & HOLD HARMLESS**

In accordance with the provisions and limitations of Section XVII, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

# Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

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## **CERTIFICATE OF INSURANCE**

- 1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
   the insurer.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

#### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

The Contractor hereby waives all rights of subrogation (with exception of Workers' Compensation) against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance as agreed to within this contract.

# UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

### XXI. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County acknowledges that Contractor is required to pay state premium taxes on insurance business it issues and that the state premium tax obligations arising from the insurance business issued to the County are reflected in the premium rates agreed to by the parties.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

# XXII. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all applicable workers' compensation, employer's liability and all other federal, state, County, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, County, or municipal law, ordinance, rule, or regulation.

# XXIII. Federal Regulations

The contractor agrees to comply with all applicable federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

# XXIV. Vendors on Scrutinized Companies List

By executing this Agreement, Minnesota Life Insurance Company, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725,

Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 14, this Section 14 shall be null and void

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature.

#### MINNESOTA LIFE INSURANCE COMPANY

Susan Munson-Regala, 2<sup>nd</sup> Vice President

Printed Name/Title

pan Munson Kegala

July 18, 2019

Date:

OKALO	OSA COUNTY, FLORIDA	
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Charles I	K. Windes, Jr., Chairman	
Date	ALIG 0 6 2019	

ATTEST:

# Standard Contract Clauses

# Exhibit "A"

# Title VI List of Pertinent Nondiscrimination Acts and Authorities

# Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities to the extent of their applicability; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take

reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHI	BIT	"B"
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#### REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE: Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance	RFP NUMBER: RFP RM 53-19	
ISSUE DATE:	April 8, 2019	8:00 A.M. CST
LAST DAY FOR QUESTIONS:	April 22, 2019	3:00 P.M. CST
RFP OPENING DATE & TIME:	May 2, 2019	3:00 P.M. CST

#### NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits interested parties to submit a proposal on the above referenced Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance Risk Department. All terms, specifications and conditions set forth in this RFP must be incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME	Minnesota Life Insurance Company
MAILING ADDRESS	400 Robert Street North
CITY, STATE, ZIP	<u>St. Paul, MN 55101</u>
FEDERAL EMPLOYER'S	IDENTIFICATION NUMBER (FEIN): 41-0417830
TELEPHONE NUMBER:	800-392-7295 EXT: FAX: 651-665-3791
EMAIL: JGrinsteinne	r@ochsinc.com
RESPONDENT SUBM RESPECTS FAIR AND AND CERTIFY THAT	S PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER ITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.
AUTHORIZED SIGNATU	RE: Susan Munson Regala TYPED OR PRINTED NAME Susan Munson-Regala
	sident and ActuaryDATE _April 29, 2019
Peur Sentember 22, 2015	

Rev: September 22, 2015

Notwithstanding the foregoing, if selected as a finalist Securian Financial's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language and provide a list of items to discuss with the County's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.

#### NOTICE TO RESPONDENTS RFP RM 53-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) May 2, 2019, for Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance for the Risk Department.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and  $8 \frac{1}{2}$ " x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at http://www.co.okaloosa.fl.us/purchasing/home then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at https://www.bidnetdirect.com/florida

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 p.m. (CST) May 2, 2019 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance for the Risk Department". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows: Employee Life, Employee Vision, Employee Short-Term and Employee Long Term Disability Insurance for the Risk Department RFP RM 53-19 Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536

asing Manager

<u>04</u>/03/19

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr. Chairman

#### PROPOSAL #: RFP RM 53-19

# REQUEST FOR PROPOSAL FOR EMPLOYEE LIFE, EMPLOYEE VISION, EMPLOYEE SHORT TERM AND EMPLOYEE LONG TERM DISABILITY INSURANCE

The Okaloosa County Board of County Commissioners is seeking proposals for employee vision, employee life, employee short term and employee long term disability insurance programs.

# **GUIDELINES**

#### General – Applicable to all Proposers on all Products:

- 1. The successful proposer shall maintain a claims assistance office in Okaloosa County Florida or toll free telephone service to the claims office.
- 2. The successful proposer shall designate an agent of record available to offer service on a County wide basis for support with claims processing, research and resolution of any issues.
- 3. The plan year begins 10/1/2019 and runs until 09/30/2020
- 4. The successful proposer shall accept a census enrollment. The successful proposer will also provide company representatives to answer questions as part of the County's Benefits Fair.
- 5. The successful proposer shall be licensed to do business in the state of Florida.
- 6. All employees are eligible to participate on the first day of the first month after 30 days of employment.
- 7. All proposals shall waive any actively at work requirement. We will not accept wording that eliminates coverage for persons partially disabled, on medical, maternity, family or other leave who have fulfilled their waiting period under the present plan, but are absent on the first day that coverage becomes effective.
- 8. The successful proposer shall provide assistance with employee open enrollment and any communication services.

#### Life Insurance:

- The County is seeking a plan that provides basic life insurance coverage of \$25,000 (with AD&D) for each employee. Additional Optional life insurance coverage is available for employees in \$25,000 increments up to \$300,000 with no proof of insurability. Spouse coverage is available at up to 50 percent of the employee amount with a guaranteed issue amount of \$25,000. Child coverage is available up to 10 percent of the employee amount with a maximum of \$10,000.
- 2. For enrollment purposes the successful proposer shall accept a spreadsheet of enrolled employees with their current coverage amounts, and no proof of insurability shall be required for current coverage amounts.
- 3. Group term life insurance shall be made available to retirees. Retiree group life may be made available through a separate policy.

# Vision Insurance:

- 1. The County is seeking proposals on a vision insurance plan for its employees. Currently the employee pays for this insurance. Individual, Employee & Spouse, Employee and children and Family coverage is offered.
- 2. This plans runs from 10/01 to 9/30 each year.
- 3. Retirees are eligible to continue participation in the vision plan as set out in Florida Statute 112.0801.

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# Short term Disability

- 1. The County is seeking proposals on Short Term Disability Insurance for its employees. The employee would pay for this insurance.
- 2. This plan would run from 10/01 to 9/30 each year.

# Long Term Disability Insurance:

 The County is seeking a plan similar to its current plan. The County currently pays 100% of the basic long term disability insurance premium which has a 6 month waiting period and pays 50% of the employee's salary for up to 5 years (maximum \$3500 per month). Currently the County makes a buy-up option available to employees. The buy-up option pays 60% of the employee's salary (maximum \$5000 per month); the buy up portion is paid for by the employee.

# **Required Information for Proposers on all Products:**

- 1. Give the location of the nearest company group sales and claims offices that will handle this contract.
- 2. Give the name and location of the company group representative who will service this contract.
- 3. Will one or more claims handlers be assigned this contract in your claims office?
- 4. Will toll free service be available from the entire County to your claims office or servicing agent?
- 5. Give the name, location and affiliation to your company of the agent or broker of record. Disclose commissions and all other remuneration that will be paid to the broker.
- 6. List 5 references of similarly sized current clients. Also, list 3 references that terminated coverage within the last five (5) years.
- 7. What is your current A. M. Best Rating or equivalent?
- 8. List your contact information should there be any questions regarding your proposal.

# **Required Information for Life Insurance Proposals:**

- 1. What is your rate for \$25,000 of term life coverage?
- 2. State quoted Acci Death and Dismemberment coverage amount and rates. Please include detailed information regarding this coverage.
- 3. List age bands and rates for life insurance coverage.
- 4. What is the maximum guaranteed issue amount of life insurance you will offer? What is the maximum amount of insurance you will offer with evidence of insurability?
- 5. Describe your spouse and child life products if offered.
- 6. List age reduction amounts and age of reductions.
- 7. Are accelerated benefits included in this proposal? If so, describe.
- 8. Are repatriation benefits included in this proposal?
- 9. Is there a waiver of premiums in your proposal? If so, describe.
- 10. Fully disclose retiree coverage amounts, rates and reductions.

# **Required information for Vision Insurance Proposals:**

- 1. What is your rate for employee coverage? Employee and spouse coverage? Employee and Child(ren) coverage? Family coverage?
- 2. Provide a detailed list of covered services.
- 3. Provide coverage rates for in network and out of network benefits.
- 4. Provide a list of current in network providers, if applicable.
- 5. Describe what steps you intend to take to increase network membership.
- 6. Fully disclose retiree coverage amounts and rates.

# Required Information for Short Term Disability insurance Proposals:

- 1. What is your proposed coverage amount and what is the rate for this coverage?
- 2. What are the maximum and minimum benefit payment amounts?
- 3. List payments that will offset these disability payments.
- 4. Describe your waiver of premium policy.
- 5. Describe your survivor benefits if applicable.
- 6. Describe your own occupation policy.
- 7. Describe your pre-existing condition exclusions, if any.

# Required Information for Long Term Disability Insurance Proposals:

- 1. What is your proposed coverage amount and what is the rate for this coverage?
- 2. What are the maximum and minimum benefit payment amounts?
- 3. List payments that will offset these disability payments.
- 4. Describe your waiver of premium policy.
- 5. Describe your survivor benefits if applicable.
- 6. Describe your own occupation policy.
- 7. Describe your pre-existing condition exclusions, if any.

# Scoring and Grading Criteria

# Qualifications and Experience-50 points max

- 1. The Proposer shall have at least five (5) years' experience providing life, vision, short term and long term disability insurance benefits to a similar Florida employer group of at least one-thousand (1,000) lives.
- 2. The Proposer shall have an A.M. Best Financial rating of A- or better. Only the Proposer(s), which, in the opinion of the County, are financially capable of providing benefit plans, will be considered.
- 3. The Proposer shall be properly licensed by and registered with the State of Florida. Florida Statutes 626.901 and 626.902 prohibit representing or aiding any unauthorized insurer of insurance product. Proposals that include insurance proposed by unauthorized insurers will be deemed non-responsive to the RFP.
- 4. All plans are to comply with federal guidelines and requirements, including but not limited to, the Age Discrimination in Employment Act (ADEA), Americans with Disabilities Act (ADA), as well as all Florida-mandated benefits.

# Technical Approach-30 points max

1. All approved communications must be submitted to the County electronically for distribution to participants via Countywide email or for posting on the intranet/internet. On-line (web-based) claims submission and Evidence of Insurability (EOI) capabilities are strongly encouraged and will be rated favorably.

- 2. Data Provisions (Plan and Financial Reporting) Certain reports may be requested by the County at no additional cost. Reports shall be split out by each agency and then by employees, executive management, retirees and dependents.
- 3. Proposer will be able to provide a breakdown of premiums and claims for employees. Claims reports will include a breakdown of claims received, claims paid, claims pending, and claims denied.
- 4. It is highly desired that the Proposers have online reporting tools for the County to utilize and have access to real-time reports and online administrative capabilities. Proposers must be willing and systematically capable of splitting out reports by designated agency division codes, as well as the County as a whole for each line of coverage requested. The Board of County Commissioners shall have full online and administrative capabilities, while all other agencies should only have access to its own agency's members. One agency should not have access to the other (an example of this is the Property Appraiser's Office must not have access to the Clerk of the Circuit Court's data and vice versa).
- 5. Invoicing The Policy premium payments, based on the rates provided, will be paid monthly to the Contractor, during the coverage month based on the prior month's payroll. The County strongly desires the ability to transfer invoices via website/electronic mail and will rate proposers who offer these capabilities favorably.

### Quote/Cost Total-20 points max

Proposers must provide a detailed breakdown of their proposed costs for aspects of the contract.

#### PROCEDURES

- A. Proposals should be sent to Okaloosa County Purchasing, 5479A Old Bethel Road, Crestview, FL 32536. Proposals received after the deadline will not be considered.
- B. Public opening and listing of all proposals received.
- C. An Evaluation Committee shall meet to evaluate each proposal in accordance with the requirements of this RFP.
- D. A short list of proposers will be selected to go forward into final evaluation.
- E. Once the short list of Respondents is selected further information may be desired and clarifications sought on proposals.
- F. Short-list Respondents may be requested to make additional written submissions with oral presentation/demonstration/samples on site or through a hybrid approach using a webinar to the Evaluation Committee. The location for the oral presentation/demonstration/sample presentation will be the Okaloosa County Administration Building, 1250 N. Eglin Parkway, Suite 102 Shalimar, FL 32579.
- G. Negotiations will be conducted with best & final offers requested and reviewed.
- H. The Evaluation Committee shall recommend to the Board of County Commissioners the proposal or proposals acceptance of which the Evaluation Committee deems to be in the best interest of the County.

Proposers may respond to all aspect of the scope or they may choose to only respond to what they are qualified to provide.

# TERMS AND CONDITIONS OF CONTRACT

# I. TERM OF CONTRACT:

- 1. The initial term of this contract shall being on October 1, 2019 and end on September 30, 2022.
- 2. The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

#### GENERAL SERVICES INSURANCE REQUIREMENTS REVISED: 08/13/2018

#### CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

#### BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- 2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- 3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
- 4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

#### LIMIT

- 1. Worker's Compensation
  - 1.) State
  - 2.) Employer's Liability

Statutory \$500,000 each accident

2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence
5.	Cyber Liability	\$1,000,000 each occurrence
6.	Professional Liability	\$1,000,000 each occurrence

#### NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

# INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

# Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

#### CERTIFICATE OF INSURANCE

- 1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, an addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10)

days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

#### GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

#### UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement

#### GENERAL PROPOSAL CONDITIONS

#### I. PRE-PROPOSAL ACTIVITY -

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Email: dmason@myokaloosa.com (850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: https://www.bidnetdirect.com/florida to access the Okaloosa County Web Site go to: http://www.co.okaloosa.fl.us/purchasing/current-solicitations.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No Respondent may rely upon any verbal modification or interpretation.

#### **II. PREPARATION OF PROPOSAL**

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the Respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

#### III. INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

#### IV. SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

## V. MODIFICATION & WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is reproposal, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

## VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

## VII. CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

## VIII. APPLICABLE LAWS & REGULATIONS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

## IX. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

- f. Default under previous contract.
- g. Listing of the Respondent by Local, State or Federal Government on its barred/suspended vendor list.

## X. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

### XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### XII. PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a Respondent 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.

### XIII. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all Respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

## XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

### XV. INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the Respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

## XVI. CONE OF SILENCE

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

## XVII. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

## XVIII. COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Respondent upon termination of the contract.

## XIX. PROTECTION OF RESIDENT WORKERS -

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

## XX. AUDIT

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

## XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

## XXII. NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

## XXIII. UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

## ADDITIONAL REQUIRED DOCUMENTS

# THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

1

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- J. Certification Regarding Lobbying
- K. Governmental Debarment & Suspension
- L. References

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## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
- In the statement specified in subsection 1, notify the employees that, as a condition of working on 4. the commodities or contractual services that are under quote, 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, Florida Statutes, 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE:	April 29, 2019	SIGNATURE mean Munson Regala
COMPANY:	Minnesota Life Insurance Company	NAME: Susan Munson-Regala
		(Typed or Printed)
ADDRESS:	400 Robert Street North	
	<u>St. Paul, MN 55101</u>	TITLE: 2nd Vice President and Actuary
		E-MAIL: JGrinsteinner@ochsinc.com
PHONE NO .:	800-392-7295	

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a County employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO: <u>x</u>\_\_\_\_

$$\label{eq:NAME} \begin{split} NAME(S) \\ \text{None to the best of my knowledge} \end{split}$$

POSITION(S)

FIRM NAME:	Minnesota Life Insurance Company
BY (PRINTED):	Susan Munson-Regala
BY (SIGNATURE):	Susan Munson Regala
TITLE:	2nd Vice President and Actuary
ADDRESS:	400 Robert Street North, St. Paul, MN 55101
PHONE NO .:	800-392-7295
E-MAIL :	JGrinsteinner@ochsinc.com
DATE:	April 29, 2019

## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent 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 COUNTY upon request.

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

DATE: <b>April 29, 2019</b>	SIGNATURE: Supan Munson Regala
COMPANY: <u>Minnesota Life Insurance Company</u>	NAME: <u>Susan Munson-Regala</u>
ADDRESS: 400 Robert Street North	
St. Paul, MN 55101	TITLE: 2nd Vice President and Actuary
E-MAIL: JGrinsteinner@ochsinc.com	
PHONE NO.: 800-392-7295	

## CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the proposer (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

Signature representing Minnesota Life Insurance Company Company Name Ι Company Name

On this **29th** day of **April** 2019 hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

## INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

mean Munson Regala Minnesota Life Insurance Company Susan Munson-Regala, Authorized Signature – Manual Respondent's Company Name 400 Robert Street North, St. Paul, MN 55101 Susan Munson-Regala Physical Address Authorized Signature - Typed 400 Robert Street North, St. Paul, MN 55101 2<sup>nd</sup> Vice President and Actuary Mailing Address Title 800-392-7295 651-665-3791 Phone Number FAX Number 800-392-7295 800-392-7295 Cellular Number After-Hours Number(s) April 29, 2019 JGrinsteinner@ochsinc.com Date Email

## COMPANY DATA

Respondent's Company Name:	Minnesota Life Insurance Company
Physical Address & Phone #:	400 Robert Street North
	St. Paul, MN 55101
Contact Person (Typed-Printed):	Jess Grinsteinner, Sales Representative
Phone #:	800-392-7295
Cell #:	800-392-7295
Email:	JGrinsteinner@ochsinc.com
Federal ID or SS #:	41-0417830
Respondent's License #:	Not applicable
Respondent's DUNS #:	006963375
Fax #:	651-665-3791
Emergency #'s After Hours, Weekends & Holidays:	800-392-7295

### SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM) database" means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

(5) Company telephone number.

- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at https://www.acquisition.gov.

Offerors SAM information:

Entity Name:	Minnesota Life Insurance Company
Entity Address:	400 Robert Street North, St. Paul, MN 55101
Duns Number:	006963375
CAGE Code:	1DLH5

## ADDENDUM ACKNOWLEDGEMENT RFP RM 53-19

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO. 1	DATE April 10, 2019
2	April 23, 2019

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the Respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

## 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 [Contractor] 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 Contractor, **Minnesota Life Insurance Company**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Munson Kegalosignature of Contractor's Authorized Official

Susan Munson-Regala, 2nd Vice President and Actuary Name and Title of Contractor's Authorized Official

April 29, 2019 Date

## **Government Debarment & Suspension**

## Instructions

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

## [READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

<u>Susan Munson-Regala, 2nd Vice President and Actuary</u> Printed Name and Title of Authorized Representative

Jupan Munson Regala Signature

April 29, 2019 Date

## **LIST OF REFERENCES**

1. Owner's Name & Address: Broward County Clerk	of Courts
201 SE 6th Street, Fort Lauderdale, FL 33301	
Contact Person: Linda Agnew	
Telephone: (954) 831-6243	Email: lagnew@browardclerk.org
2. Owner's Name & Address: City of Melbourne	
900 E Strawbridge Avenue, Melbourne, FL 32901	
Contact Person: <u>Ruth Lovejoy</u>	
Telephone: (321) 608-7802	Email: <u>Ruth.lovejoy@mlbfl.org</u>
3. Owner's Name & Address: Olmsted County	
151 4th Street SE, Rochester MN 55904	
Contact Person: <u>Cindy Ronningen</u>	
Telephone: ( <b>507</b> ) <b>328-7710</b>	Email: <u>ronningen.cindy@co.olmsted.mn.us</u>

## Claims



Our philosophy is to:

- · Approve and pay all legitimate claims
- Treat every claimant with respect and courtesy
- Do the right thing

Because our practices reflect this philosophy, few claims are escalated and we rarely receive complaints. When we do need to escalate a claim, we use it as an opportunity to improve our current processes or to implement controls to prevent future complaints.

Step 1 – The County or their Administrator submits a claim through the reporting option of your choice: online using our eClaims process, fax, mail, phone, or electronic file. The majority of clients utilize our highly innovative online eClaim submission process; your views are customized to your plan design and information is submitted online directly to Securian, increasing accuracy and speed. Any documents can be securely attached during the eClaim submission process. Additionally, we accept a photograph (.jpeg), or faxed copy of the death certificate so no mailing of the original copy is needed.

Step 2 – Securian sends a customized letter to the beneficiary requesting a completed beneficiary statement and death certificate, if these have not already been provided by the County Follow up correspondence is sent every 10 business days from the initial request. Within 30 business days, follow up may include a telephone call or other action. Further correspondence continues at 10 business day intervals until the claim is ultimately closed.

Step 3 – Securian receives requested forms and reviews the information immediately. Within the claims department, claims examiners and management have tiered approval authority levels and claims above the examiner's authority are referred to department management for final review. Our standard is to pay 95% of claims within 10 calendar days of receipt of all needed information.

Step 4 – Securian processes the claim payment and our standard payment is either via check (delivered via postal mail) or direct deposit into a beneficiary's checking or savings account. This action is performed simultaneously with the claim decision. For denied claims, we explain in detail the basis for our decision and inform the beneficiary of their appeal rights including adhering to any ERISA requirement if applicable.

Last year we paid claims in an average of 3.07 days. 99.05% of claims we paid in 10 calendar days from receipt of all information. Our claims were paid with 99.60% overall accuracy.

## **Reporting Capabilities**



By using our customized LifeBenefitsExtra site, the County will be able to create claims or underwriting reports specific to its needs by selecting criteria from the Report Builder screen. Once the request is submitted, the report displays immediately and can be printed or saved as a .pdf or Excel file.

- Customized claims reports can be built by sorting data for a specified time frame by class, location or division; by claim type (e.g. life, AD&D or accelerated death benefit); or coverage type (e.g. basic, optional, or dependent coverage).
- Underwriting reports can provide data for a specified time frame sorted by class, location, or division; by claim type (e.g. life, AD&D or accelerated death benefit); or coverage type (e.g. basic, optional, or dependent coverage).

Please see the attached Sample Claims Status Report and Sample EOI Status Report.

## **City of Anytown Claims Report Builder Results**

Final Decisions Report: 01/01/2018 - 01/01/2019

Claimant Name	Claim Number	Coverage Type	Claim Status	Claim Status Effective Date
JOHNSTON, PAUL	1248778	Basic Life	Claim Paid	03/09/2018
JOHNSTON, PAUL	1246899	Basic AD&D	Denied - No benefit payable	02/20/2018
THOMPSON, JOE	1887895	Supplemental Child Life	Claim Paid	12/28/2018
PETERSEN, BOB	1324588	Basic Life	Claim Paid	09/26/2018

Total Rows: 4

Contains Private & Confidential Information - Store and Destroy Securely Page 1 of 1

Tuesday, February 26, 2019

## City of Anytown Underwriting Report

Final Decisions and Pending Report for 01/01/2019 through 02/25/2019

Employee Name	Applicant Name	Applicant DOB	Coverage Type	Coverage in underwriting	Decision	Decision Effective Date
DOE, JOHN	DOE, JOHN	12/27/1973	Supplemental Life	\$50,000	Approved	01/04/2019
DOE, JOHN	DOE, JANE	09/25/1974	Supplemental Spouse/Domestic Partner Life	\$100,000	Approved	01/04/2019
JOHNSON, GREGORY	JOHNSON, BETTY	09/27/1985	Supplemental Spouse/Domestic Partner Life	\$20,000	Approved	02/08/2019
KLOTZ, ROBERT	KLOTZ, ROBERT	01/23/1979	Supplemental Life	\$50,000	In process	01/22/2019
SMITH, DAN	SMITH, LOUISE	06/27/1968	Supplemental Spouse/Domestic Partner Life	\$30,000	Declined	01/07/2019
ROBERTSON, KYLE	ROBERTSON, KATIE	01/22/1975	Supplemental Spouse/Domestic Partner Life	\$200,000	Declined as Incomplete	02/20/2019
DOT, STEVEN A	DOT, STEVEN A	10/14/1963	Supplemental Life	\$200,000	Cancelled	02/11/2019

Contains Private & Confidential Information - Store and Destroy Securely

Tuesday, February 26, 2019

SECURIAN®

## A.M. Best affirms Securian's A+ rating and stable outlook

December 1, 2017

## A.M. Best today affirmed Securian's A+ (Superior) financial strength rating and stable outlook. The rating and outlook apply to Securian Financial Group subsidiaries Minnesota Life and Securian Life.

According to A.M. Best, the affirmed rating and outlook reflect "Securian's balance sheet strength, strong operating performance, favorable business profile and appropriate enterprise risk management." Additionally, the rating agency recognized Securian's "excellent" risk-adjusted capitalization.

A.M. Best also affirmed Securian Casualty's rating of A (Excellent), the third highest of 16 ratings, with a stable outlook, reflecting continued integration and increasing importance to Securian's Financial Institution Group segment.

Underlying these financial strength ratings, A.M. Best upgraded the Issuer Credit Ratings (ICRs) for Minnesota Life, Securian Life and Securian Casualty. The Long-Term ICR upgrades reflect "Securian's balance sheet strength and management actions to improve operating results and expand the business profile." A.M. Best also noted that "Securian's favorable business profile benefits from the strong market position of Securian's core segments, as well as the increasing diversification through its growing propertycasualty affiliate, Securian Casualty, and recent entrance into the Canadian markets."

Insurance products are issued by Minnesota Life Insurance Company in all states except New York. In New York, products are issued by Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do business in New York. Both companies are headquartered in Saint Paul, MN. Product availability and features may vary by state. Each insurer is solely responsible for the financial obligations under the policies or contracts it issues. Property and casualty insurance products are issued by Securian Casualty Company, a New York authorized insurer.

For the latest A.M. Best ratings, access www.ambest.com.

<sup>1</sup> Securian Financial Group, Inc. is part of an insurance company holding group. These ratings are assigned to the following Securian Financial Group member companies: Minnesota Life Insurance Company and Securian Life Insurance Company.

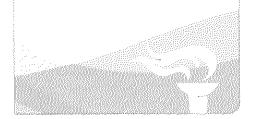
Since 1880, Securian Financial Group, Inc. and its affiliates have provided financial security for individuals and businesses in the form of insurance, investments and retirement plans. Now one of the nation's largest financial services providers, it is the holding company parent of a group of companies that offer a broad range of financial services.

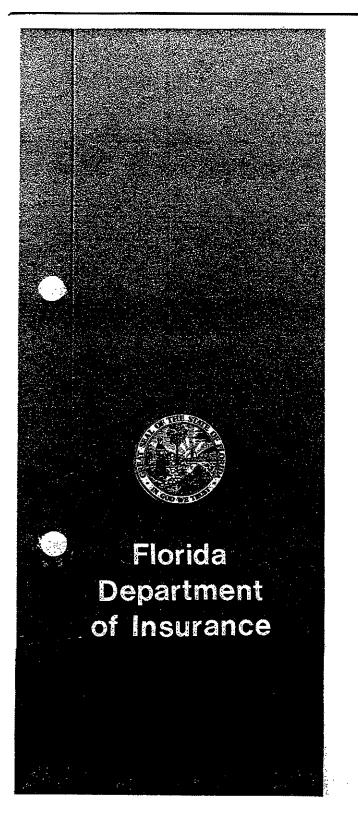
#### Securian Financial Group, Inc. www.securian.com

400 Robert Street North, St. Paul, MN 55101-2098 ©2016, 2017 Securian Financial Group, Inc. All rights reserved. F72527-1 Rev 12-2017 DOFU 12-2017 SECURIAN FINANCIAL GROUP'S CURRENT MEMBER COMPANY RATINGS.<sup>1</sup>

- A.M. Best: A+ (Superior), second highest of 16 ratings, with a stable outlook
- Moody's: Aa3 (Excellent), fourth highest of 21 ratings, with a stable outlook
- Standard & Poor's: A+ (Strong), fifth highest of 23 ratings, with a stable outlook
- Fitch: AA (Very Strong), third highest of 19 ratings, with a stable outlook

Securian continues to maintain its position among the most highly rated insurance company groups in the United States.





## MINNESOTA LIFE INSURANCE COMPANY

is hereby authorized to transact insurance in the state of Florida.

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

Date of Issuance: January 15, 1948

No. 98-41-0417830

Bill Nelson Treasurer and Insurance Commissioner



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTE CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURANC REPRESENTATIVE OR PRODUCER, AND THE	OR NEGATIVELY AMEND, CE DOES NOT CONSTITU CERTIFICATE HOLDER.	EXTEND OR ALT TE A CONTRACT	ER THE CO BETWEEN 1	VERAGE AFFORDED BY TH THE ISSUING INSURER(S), A	E POLICIES UTHORIZED
IMPORTANT: If the certificate holder is an Al If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the ce	terms and conditions of th	ie policy, certain p	olicies mav	NAL INSURED provisions or b require an endorsement. A s	e endorsed. tatement on
	612-333-3323	CONTACT	<u>).</u> rt Udvig	·····	
Hays Companies		PHONE	33-3323	FAX C10	
		E-MAH	g@hayscomp	FAX (A/C, No): 612-3	373-7270
80 South 8th Street Suite 700			*		1
Minneapolis, MN 55402		INSURER A : SENTRY			NAIC#
INSURED	·			FIRE INS CO OF PITTS	24988
Minnesota Life Insurance Company		INSURER C : SENTRY		TRE INS CO OF PITTS	19445
			CAS CO		28460
400 Robert Street North		INSURER D :			
St. Paul, MN 55101-2098		INSURER E : INSURER F :			
COVERAGES CERTIFICA	TE NUMBER: 54389245	INSURER P :		REVISION NUMBER:	1
THIS IS TO CERTIFY THAT THE POLICIES OF INS		VE BEEN ISSUED TO		THE POLY ABOVE FOR THE POLY	
INDICATED. NOTWITHSTANDING ANY REQUIRED CERTIFICATE MAY BE ISSUED OR MAY PERTAIN	VENT. TERM OR CONDITION	OF ANY CONTRACT		DOCIMENT WITH DECORAT TO	
EXCLUSIONS AND CONDITIONS OF SUCH POLICIE	S. LIMITS SHOWN MAY HAVE	BEEN REDUCED BY	PAID CLAIMS.		$\square \square $
INSR TYPE OF INSURANCE ADDL SU	BR VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X COMMERCIAL GENERAL LIABILITY	901776003	11/01/18	11/01/19	EACH OCCURRENCE \$ 1,0	00,000
CLAIMS-MADE X OCCUR				DAMAGE TO RENTED	00,000
				MED EXP (Any one person) \$ 10,	
					00,000
GEN'L AGGREGATE LIMIT APPLIES PER:					000,000
X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG \$ 2,0	00,000
OTHER:				\$	
	901776005	11/01/18	11/01/19	COMBINED SINGLE LIMIT \$ 1,0	00,000
	901776004	11/01/18	11/01/19	BODILY INJURY (Per person) \$	
AUTOS ONLY SCHEDULED				BODILY INJURY (Per accident) \$	·······
X HIRED X NON-OWNED AUTOS ONLY				PROPERTY DAMAGE \$	
				\$	
B X UMBRELLA LIAB X OCCUR	013213761	11/01/18	11/01/19	EACH OCCURRENCE \$ 25,	000,000
EXCESS LIAB CLAIMS-MADE				AGGREGATE \$ 25,	000,000
DED X RETENTIONS 10,000				\$	
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	901776001	11/01/18	11/01/19	X PER OTH- STATUTE ER	
C ANYPROPRIETOR/PARTNER/EXECUTIVE N/A	901776002	11/01/18	11/01/19		00,000
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE \$ 1,0	00,000
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT \$ 1,0	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACO	RD 101, Additional Remarks Schedul	e, may be attached if more	space is require	ed)	
Evidence of Insurance.					
CERTIFICATE HOLDER	······································	CANCELLATION			
Evidence of Insurance		SHOULD ANY OF 1 THE EXPIRATION ACCORDANCE WIT	DATE THE	Escribed Policies be canceli Reof, notice will be dei Y provisions.	ED BEFORE IVERED IN
	ŀ	AUTHORIZED REPRESEN		······	
			$\square$	e,	
		your			
		© 19		ORD CORPORATION. All right	nts reserved.

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**Bepartment** of State

I certify from the records of this office that MINNESOTA LIFE INSURANCE COMPANY, is a corporation organized under the laws of Minnesota, authorized to transact business in the State of Florida, gualified on July 13, 1948.

The document number of this corporation is 804408.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, that its most recent annual report was filed on February 9, 1998, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.



CR2EO22 (2-95)

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Nineteenth day of October, 1998

Sandra B. Mortham Sandra B. Mortham Secretary of State

## SUPPLEMENT TO CERTIFICATE OF INSURANCE

NAME OF INSURED: Minnesota Life Insurance Company

Named Insured Includes:

Minnesota Mutual Companies, Inc. Securian Holding Company Robert Street Property Management, Inc. Securian Financial Group, Inc. Securian Financial Services, Inc. Securian Trust Company, NA Minnesota Life Insurance Company Securian Ventures, Inc. Securian Casualty Company Securian Asset Management, Inc. Ochs, Inc. Lowertown Capital, LLC Allied Solutions, LLC Securian Life Insurance Company American Modern Life Insurance Company Southern Pioneer Life Insurance Company CRI Securities, LLC Oakleaf Service Corporation Securian AAM Holdings, LLC Asset Allocation & Management Company, LLC Marketview Properties, LLC (MN) Marketview Properties II, LLC (MN) Marketview Properties III, LLC (MN) Marketview Properties IV, LLC (MN)

DATE 10/19/2018

## **Hold Harmless Policy**



The County has Securian's assurance that it shall not be liable for any loss or liability due to, or resulting from, errors or omissions by Securian in the underwriting of the application, the issuing of policies, or the administration of claims under the insurance policies issued to the County, or its employees.

With respect to the administrative duties which the County will perform in connection with the Securian insurance plan, Securian expects the County at all times to use ordinary care and reasonable diligence in the performance of these administrative duties. Securian in turn will not look to the County for any loss under any insurance policy or certificate issued to the County or its employees that results from a mistake in judgment or other action taken in good faith by the County. However, any loss resulting from gross negligence, bad faith, fraud or willful misconduct will not fall within the scope of this assurance.

## LIFESTYLE BENEFITS

AND DESCRIPTION OF THE OWNER

)chs)

## VALUE ADDED SERVICES AND RESOURCES

Available for those insured through	the group life insurance plan
Beneficiary Financial Counseling from PricewaterhouseCoopers LLP	Beneficiaries receiving \$25,000 or more will be invited to access professional guidance to help them make sound financial decisions regarding their policy proceeds. Resources include assessment, workbooks, newsletter, website and more. Access information is provided with claims payment.
Legacy Planning Resources from Securian Financial	This website provides self-help tools for getting a person's affairs in order in advance as well as for dealing with the loss of a loved one. In addition to the online tools and resources available, funeral concierge service allows for coverage verification and direct payment to the funeral home so that services can be provided before the insurance settlement becomes available.
Legal, Financial and Grief Resources from LifeWorks by Morneau Shepell	Whether it is creating a will or advice on a legal matter, getting a handle on financial security, or struggling to cope with the loss of a loved one — get the professional support you need. Resources include templates to create a will and other key legacy documents, complimentary 30-minute face-to-face consultation with an attorney, unlimited telephone consultation with attorneys and counselors, and much more.
Travel Assistance Services from RedpointWTP LLC	While traveling 100 or more miles from home, you have access to pre-trip planning and emergency services. These include medical relocation and medical or security evacuation, assistance replacing lost or stolen luggage or other critical items, repatriation of mortal remains and much more.

See additional details on the following pages.

## **Beneficiary Financial Counseling**

Beneficiary financial counseling, provided by PricewaterhouseCoopers LLP (PwC), provides beneficiaries of our group life insurance plans with independent and objective financial counseling resources at a time when they are needed most. The resources are voluntary and available at no additional cost to beneficiaries who receive proceeds of \$25,000 or more.

### Resources for group life insurance proceeds between \$25,000 & \$99,999 include:

- Financial Fitness Assessment the assessment takes about 10 minutes to complete and PwC's
  call center staff will help walk the beneficiary through the assessment. The results are provided to the
  beneficiary in the form of a personalized report used by PwC's counselors to provide better guidance
  on a beneficiary's most immediate financial needs.
- **Beneficiary reference guide** a reference guide that delivers easy to follow guidance on estate settlement matters, survivor benefits, financial planning and non-financial issues.
- **PwC eAdvisor** an integrated planning tool that provides beneficiaries with access to online financial calculators, life event guides, news, articles and online financial planning courses.
- **Bi-monthly newsletter** a subscription to Your Money, Your Future, PwC's electronic financial planning newsletter.
- Personalized financial analysis a computer generated, easy-to-read and thorough financial plan
  designed to help beneficiaries understand their overall financial situation and strategize for the future.

### Additional resources for group life insurance proceeds of \$100,000 and above:

- Twelve (12) months unlimited access to telephonic financial counseling.
- Six (6) months of monthly calls to the beneficiary by financial counselors.

### About PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP has been providing personal financial counseling services for decades. The PwC professionals who provide these services are experienced financial counselors who are trained in the need to maintain client confidentiality. Their sole concern is to provide independent and objective counseling. They do not sell investments or financial products.

Beneficiary financial counseling services are provided by and are the sole responsibility of PricewaterhouseCoopers LLP. These services are not affiliated with Minnesota Life, Securian Life or its group contracts and may be discontinued at any time. Certain terms, conditions and restrictions may apply when utilizing these services.

## Legacy Planning Resources

Securian Financial Group's legacy planning resources were designed to help active and retired employees and their families deal with the loss of a loved one or plan for their own passing. The online resources and information are available 24/7/365.

End of life issues can be difficult to consider and share with loved ones. The online resources and information can provide guidance on gathering and documenting final wishes. Topics covered include:

- Asset distribution
- Last wishes
- Estate plans
- Last will and testament
- Power or attorney
- Health care directives
- Beneficiary designations
- Document locater

### Final arrangements

The first step in planning a funeral or memorial service is to understand the options. The online resources and information available can provide direction and support whether planning an immediate funeral or pre-planning. Topics covered include:

- Planning considerations
- Paying for a funeral or memorial service
- Filing an insurance claim
- Survivor resources/checklist

### Express Assignment<sup>™</sup>

For beneficiaries of our group life insurance plans, Express Assignment<sup>™</sup> funeral home assignment service reduces concern about paying funeral expenses. Once notified of the request, we expedite validation of the coverage and beneficiaries so that benefits can be assigned directly to the funeral home to cover expenses. When the life insurance proceeds are paid, the assigned portion will go directly to the funeral home.

## Legal, Financial and Grief Resources

Life situations often are not one-dimensional. Financial issues often have a legal impact, and a person who has lost a loved one needs support to deal with their grief, but also may have legal and financial concerns. To meet these life needs, we provide active employees, and their spouses and dependents, access to legal, financial and grief professionals and related resources. The resources are provided by LifeWorks US, Inc. and are available at no additional cost to your benefit program.

### Legal:

- Draft and review legal documents including wills, power of attorney, living wills, health care directives, and more.
- Telephonic guidance and consultation with on-staff attorneys; LifeWorks US, Inc.'s staff of in-house attorneys are available to help with general legal inquiries and navigation of the online resources and materials.
- Free 30-minute consultation a free telephonic or face-to-face consultation with a local attorney in the appropriate state of residence for each unique legal issue as needed.
- Discount (25%) to retain a network attorney
- Referrals to local attorneys, mediators, and community based organizations.

### Financial:

 On-staff accredited financial consultants—who also are master's level mental health counselors—are available to provide consultations regarding credit management, budget analysis, home buying, mortgage/refinancing evaluation, retirement planning, 401(k) guidance, basic estate planning and questions about tax planning and preparation.

### Grief:

- Master's level consultants are available to provide confidential, short-term, solution-focused telephonic counseling.
- Emotional support, educational materials, and referrals to public agencies and community based resources on a broad range of issues related to a loss.

### About LifeWorks by Morneau Shepell

LifeWorks US, Inc. is a leading human resources outsourcing company in each of its markets, and offers a broad range of managed human resources solutions worldwide. With more than 30 years' experience providing health and productivity solutions – including EAP, Work-Life, Health and Wellness, and Health Coaching programs – LifeWorks US, Inc. has a reputation for innovation, quality and customer service excellence.

The legal, financial and grief resources are provided by and are the sole responsibility of LifeWorks US, Inc. These services are not affiliated with Minnesota Life, Securian Life or its group contracts and may be discontinued at any time.

## **Travel Assistance Services**

Active U.S. employees covered under our group life insurance policies, and their spouses and dependents, are eligible to access the travel assistance services when traveling 100 or more miles from home for business or pleasures. The services and resources are provided by RedpointWTP LLC (Redpoint) and are available at no additional cost to your benefit program.

Redpoint offers direct and immediate access to medical and security experts. Operating with a team of special operations veterans, paramedics, Stanford Medicine-affiliated physicians, former intelligence officers and worldwide security experts, Redpoint delivers potential life-saving services and features basic to unique emergency travel assistance.

### Medical evacuation services:

- Coordination of pre-hospital assistance
- Transport to the nearest appropriate medical facility
- Medically necessary repatriation
- Mortal remains repatriation
- Return of dependent children, rental vehicle, pets
- Family member visitation
- Arrange for transport of a traveling companion

### Security evacuation services:

Transport to the nearest safe area

### **General services:**

- Medical professional locator
- Assistance recovering lost or stolen luggage, medication, eyeglasses, wallets or other important documents
- Emergency message relay and counseling
- Dental, legal and bail bond referrals
- ID theft assistance while traveling

### Online pre-trip resources

- Security and crime alerts
- Political instability alerts
- Immunization requirements
- Passport and visa information
- Currency conversion
- Weather conditions

Insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Both companies are headquartered in Saint Paul, MN. Product availability and features may vary by state. Each insurer is solely responsible for the financial obligations under the policies or contracts it issues.

Services provided by LifeWorks US, Inc., PricewaterhouseCoopers LLP and RedpointWTP LLC are their sole responsibility. The services are not affiliated with Securian or its group contracts and may be discontinued at any time. Certain terms, conditions and restrictions may apply when utilizing the services. To learn more, visit the provider websites.

Securian Financial is the marketing name of Securian Financial Group, Inc. and its affiliates.



# Financial Wellness 360™

Research shows that finances are the number one source of daily stress for U.S. adults.<sup>1</sup> Our Financial Wellness 360<sup>™</sup> program offers comprehensive, flexible solutions to help reduce financial stress.

## SmartDollar\*: A guided online experience

SmartDollar<sup>®</sup> is a guided online program that takes a holistic approach to financial wellness, producing lasting behavior change. A customized quote will be provided upon request.

- Acting as an online personal financial coach, SmartDollar<sup>®</sup> meets users where they are and helps them from the day they start the program all the way through their retirement
- Personalized content based on participant goals is delivered in clear simple steps
- With over 25 years of experience in the financial wellness space, more than 4.5 million people have been helped with their personal finances

## **Advisor Connection: Worksite seminars**

Help employees address financial stress with convenient on-site seminars – at no additional cost to employees or employees.

- Seminar topics are relevant to employees, including personal finance and retirement strategies
- An in person experience allows employees to learn directly from program-certified, licensed financial advisors
- Employees may schedule a complimentary consultation

## **CommonBond: Student loan assistance**

Attract and retain top talent with multiple solutions to align with employer goals.

- Employer contribution to employees' student loans
- Student loan evaluation online debt management tool
- Student loan refinancing
- Employees can save by taking out a low interest CommonBond loan to replace an existing loan
- Low-interest loans to pay for college or graduate school

## Lifestyle Benefits: Self-service resources

Lifestyle Benefits are a suite of self-service resources to help employees address today's financial challenges and plan for tomorrow.

- Available online and by phone, employees can simply access tools as they're needed
- Services include, but aren't limited to, financial assessments, confidential financial advice, travel assistance and will preparation guidance



### Implementing Financial Wellness 360 can:

- Provide employees with strategies for long-term financial success
- Potentially reduce health
   care costs
- Enhance employee benefits, recruiting effectiveness and engagement

<sup>1</sup> PWC, Employee Financial Wellness Survey, 2017.

SmartDollar and Lifestyle Benefits are provided by third party service providers. All such services and products are the sole responsibility of the service provider. The services are not affiliated with Securian or its group contracts and may be discontinued at any time. Certain terms, conditions, and restrictions may apply when utilizing the services.

Insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Both companies are headquartered in Saint Paul, MN. Product availability and features may vary by state. Each insurer is solely responsible for the financial obligations under the policies or contracts it issues. Securian Financial is the marketing name for Securian Financial Group, Inc., and its affiliates.



INSURANCE INVESTMENTS RETIREMENT

securian.com

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# **Exceptional?**

We'll let the results speak for us

Client satisfaction	Every other year, we engage an independent research firm to survey our group life insurance clients. <sup>1</sup> In 2017:				
7770 are satisfied with us	<ul> <li>96% would recommend us to another company.</li> </ul>				
	<ul> <li>For the last 8 years, on average, 99% of clients have been satisfied with our services.</li> </ul>				
	<ul> <li>Being easy to do business with was the most important driver of the satisfaction ratings.</li> </ul>				
Staff	Our employees add the human touch to our excellent service. In 2017:				
94.7%	<ul> <li>Average staff tenure was 13 years.</li> </ul>				
of employees stay with us	<ul> <li>56% had 10 or more years of service and of those, over 49.5% had been with us for 20 years or more.</li> </ul>				
Claims processing	Beneficiaries receive payments faster. In 2017:				
<b>99.1%</b> of death claims were paid within 10 calendar days of receiving proof	<ul> <li>The average time between receiving proof and making payment was</li> <li>3.1 calendar days.</li> </ul>				
	<ul> <li>Claims calls were answered within 19 seconds on average and the abandonment rate was 1.4%.</li> </ul>				
Medical underwriting 99.1%	Our streamlined process includes immediate online responses and exam scheduling. In 2017:				
<b>77.17</b> of underwriting decisions were made within 10 calendar days of	<ul> <li>2.0 calendar days, on average, to make an underwriting decision after receiving all information.</li> </ul>				
receiving all necessary information	<ul> <li>98.3% overall satisfaction with our paramedical exam service.</li> </ul>				
Implementation	We survey every new client following implementation.				
100% of new clients would recommend	<ul> <li>98% of new clients were satisfied and 100% would recommend our implementation services.<sup>2</sup></li> </ul>				
our implementation services	<ul> <li>Respondents most strongly agreed with these attributes: responsivenes. knowledge, flexibility, and understanding of clients' needs.</li> </ul>				

<sup>1</sup> Gestalt, Inc., Client Satisfaction Study: Securian Group Insurance, October 2017.

<sup>2</sup> Internal survey, 2014-2016. Statistics reflect the combined experience of Securian Financial Group, Inc. member companies, Minnesota Life Insurance Company and Securian Life Insurance Company.

Insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Both companies are headquartered in Saint Paul, MN. Product availability and features may vary by state. Each insurer is solely responsible for the financial obligations under the policies or contracts it issues. Securian Financial is the marketing name for Securian Financial Group, Inc., and its affiliates.



INSURANCE INVESTMENTS RETIREMENT

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More value. More choice. More support.



Ochs developed The Municipal Pool to give small to medium sized public employers similar insurance buying advantages as large employers. By bringing together many public entities to form one large group, our clients receive **competitive rates**, enhanced plan designs and better rate stability. What started out as two municipal groups has now grown to over 500 employers with more than 170,000 eligible employees.

#### About Ochs

Established in 1943 - Ochs brings public sector expertise, along with best in class insurance products to public employers. Ochs is proud to be an affiliate of Securian Financial Group, Inc.

#### **Products offered**

- Life and AD&D
  - Life and AD&D through Securian Financial
- · Short Term Disability
- Long Term Disability
  - Disability through Madison National Life Insurance, Inc.

#### Bringing more to our clients

- Live customer service
- Streamlined implementation process

# MUNICIPAL POOL MEMBERS INCLUDE:

- Cities and counties
- Schools and school districts
- Public hospitals and public utilities
- Public parking, transit and port authorities, and others

#### **Contact Ochs** to learn more about our products and services or to submit a Request for Proposal.

Phone: 1-800-392-7295 Email: ochs@ochsinc.com

Ochs, Inc.

400 Robert Street North, Suite 1880, St. Paul, MN 55101-7734 ochs@ochsinc.com • 651-665-3789 • 1-800-392-7295 • ochsinc.com ©2017 Securian Financial Group, Inc. All rights reserved

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A Securian Financial Company



# Okaloosa County Board of County Commissioners

# Group Disability **PROPOSAL**

May 2, 2019

#### Jess Grinsteinner

Ochs, Inc., A Securian Company 400 Robert Street North, Suite 1880 St. Paul, Minnesota 55101-7734 651-665-3789 • 1-800-392-7295 JGrinsteinner@ochsinc.com

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# **Okaloosa County Board of County Commissioners**

# Group Long Term Disability Insurance PLAN DESIGN

Date:May 2, 2019Presented by:Ochs, Inc., A Securian CompanyUnderwritten by:Madison National Life Insurance Company, Inc.

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# **PLAN DETAILS**

# Group Long Term Disability

Summary	Definition
Effective Date	October 01, 2019
Class Definitions	Class 01: All Eligible Employees
Eligibility Requirements	30 hours per week
Funding	Option 01 (Core): 100% Employer Paid Option 02 (Buy-up): 0% Employer Paid

# LONG TERM DISABILITY

# Plan Design Description

Summary	Definition
LTD Benefit	Option 01: 50% Option 02: 60%
Guarantee Issue	Option 01: \$3,500 Option 02: \$5,000
Maximum Monthly Covered Salary	Option 01: \$7,000 Option 02: \$8,333
Maximum Monthly Benefit	Option 01: \$3,500 Option 02: \$5,000
Minimum Monthly Benefit	\$100
Continuity of Coverage	Included
Subrogation	Included
Elimination Period	180 consecutive calendar days
Maximum Benefit Period	Option 01: 5 years, reduced duration after age 61 Option 02: To SSNRA, 12 month minimum
Own Occupation Period	24 months following the end of the Elimination Period
Definition of Disability	Zero Day; Partial Disability from Date of Disability
Own Occ / Any Occ Earnings Threshold	80%/60% of Predisability earnings
Work Incentive	First 12 months of Disability with Work Earnings
Calculation Method	Direct Offset
Freeze	General Freeze
Integration with State Plan	Yes
Require Application for State Plan	Yes
Mental Disorder Limitation	24 months Lifetime unless hospital confined
Substance Abuse Limitation	Same as Mental Disorder Limitation
Special Conditions Limitation	Same as Mental Disorder Limitation
Other Income Integration	Social Security – Full Family Sick Pay plus Disability up to 100% Predisability Earnings State Plan – Direct Offset Worker's Compensation – Direct Offset
Cumulative Elimination Period	90 Working Days

Pre-Existing Condition Exclusion	3 months/12 months
Minimum Participation	Option 01: 100% Option 02: 25%
Leave of Absence Coverage	FLMA; Temporary or indefinite administrative or involuntary leave of absence or sick leave: 90 days; Other leaves: 30 days
Reasonable Accommodation Expense Benefit	Applies
Rehabilitation	Applies
Survivor Benefit	3 x Gross Monthly Benefit

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# SERVICES INCLUDED

#### Waiver of Premium Payment

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

# Flexible Billing

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

### **Claims Management**

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

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

#### Claim payment method

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

#### **FICA Tax Savings**

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

# **KEY DEFINITIONS AND PROVISIONS**

# Employee Eligibility

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

# When LTD Benefits End

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

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

#### **Maximum Benefit Period**

#### Class 01:

Age at Disablement	Benefit Duration
61 or younger	5 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 or older	1 year

Age at Disablement	Benefit Duration*
61 or younger	to age 65
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69 or older	1 year

#### Class 02:

\*To the later of: 1) the specified length of time as stated above, or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as revised.

#### **Income That Reduces Disability Payments**

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

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

#### Income That Does Not Reduce Disability Payments

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

#### **Definition of Disability**

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

After the Own Occupation Period ends, Disability and Disabled means the Insured is, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse, Special Conditions or Pregnancy, unable to perform one or more of the Material Duties of Any Occupation, and, due to such inability, their Work Earnings are

less than 60% of their Indexed Predisability Earnings, and he or she is incapable of earning 60% or more of their Indexed Predisability Earnings.

#### Exclusions

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

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

#### **Pre-Existing Conditions**

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

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

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

#### Limitations

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

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

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

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

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

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

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



# **Okaloosa County Board of County Commissioners**

# Group Short Term Disability Insurance PLAN DESIGN

Date:May 2, 2019Presented by:Ochs, Inc., A Securian CompanyUnderwritten by:Madison National Life Insurance Company, Inc.

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# PLAN DETAILS

## Group Short Term Disability

Summary	Definition
Effective Date	October 01, 2019
Class Definitions	Class 01: All Eligible Employees
Eligibility Requirements	30 hours per week
Funding	0% Employer Paid

# SHORT TERM DISABILITY

# **Plan Design Description**

Summary	Definition
Weekly STD Benefit	60%
Guarantee Issue	\$1,500
Maximum Weekly Benefit	\$1,500
Minimum Weekly Benefit	\$25
Injury Elimination Period	Option 1: 7 days Option 2: 14 days
Physical Disease Elimination Period	Option 1: 7 days Option 2: 14 days
24 Hour Coverage	No; Non-Occupational Only
Benefit Payment Period	Option 1: Commencing at the end of the Elimination Period and continuing for the lesser of 25 weeks or until LTD Benefits become payable Option 2: Commencing at the end of the Elimination Period and continuing for the lesser of 24 weeks or until LTD Benefits become payable
Definition of Disability	Total
Own Occupation Period	Duration of Benefits
Recurrent Disability	2 weeks
Calculation Method	Direct
Freeze	General Freeze
Other Income Integration	Social Security – Full Family Sick Pay – Direct Offset State Plan – Direct Offset Worker's Compensation – Direct Offset
Pre-Existing Condition Exclusion	3 months/12 months
Mental Disorder, Substance Abuse, Special Conditions	Covered Same as any Physical Disease
Leaves and Sabbaticals	FMLA
Minimum Participation	25%

# SERVICES INCLUDED

#### Flexible Billing

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

#### **Claims Management**

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

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

#### Claim payment method

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

#### FICA Tax Administration

Madison National Life Insurance will pay the employer's portion of FICA withholding and release the employer from 941 and W-2 reporting requirements. Madison National Life Insurance will invoice the employer for reimbursement of the FICA tax expenses.

# **KEY DEFINITIONS AND PROVISIONS**

## **Employee Eligibility**

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

## When STD Benefits End

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

- The date he or she is no longer Disabled;
- The date his or her Maximum Benefit Period ends;
- The date that group long term disability benefits become payable to him or her;
- The date he or she dies;
- The date he or she becomes eligible for coverage under any other group STD plan obtained through employment;
- The date he or she fails to provide satisfactory objective medical evidence of continued Disability;
- The date he or she fails to comply with the Insurer's request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of the Insurer's choice;
- The date he or she refuses to accept an accommodated position, offered by the Employer, which he or she is able to perform, whether it is in the Insured Person's Own Occupation or Any Occupation;
- The date at which he or she has resided outside of the United States or Canada for 6 months;
- The date that he or she is confined in a penal or correctional institution or under house arrest;
- The date that he or she fails to comply with any requirements set forth in Section XIX, Responsibilities of Disabled Insureds.

#### **Income That Reduces Disability Payments**

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

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

#### **Income That Does Not Reduce Disability Payments**

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

#### **Termination provisions**

The Insurer may terminate coverage as follows:

- If a premium payment is not received by the due date or grace period.
- If the number of people insured is less than the minimum participation number or percentage.
- If the employer fails to promptly furnish any requested information or fails to perform any other obligations relating to the group policy.
- By giving the employer at least 60 days advance written notice or on the date that the employer breaches any part of the contract.

The Employer may terminate coverage under the group policy by giving the insurer at least 31 days written notice. The effective date of termination will be the date stated in the notice or the next payment due date, whichever date is later.

An Insured Person's Insurance, Subject to the When Your Insurance Ends provision found within the Certificate, will cease on the earliest of the following to occur:

- the date the Employer's coverage under the Group Policy terminates;
- the date he or she ceases to be an Eligible Person;
- the date that premium payment is not paid when required;
- his or her Retirement Date.

#### Changes in Premium Rates

Premium rates will not be changed during the initial rate guarantee period except if any of the following occur:

- A change or clarification in a law or governmental regulation affects the amount payable under the Group Policy. Any such change in premium rates will reflect only the change in the Insurer's obligations.
- Factors material to the underwriting risk the Insurer assumed under the Group Policy with respect to an Employer, including, but not limited to, the number of persons insured, age, Predisability Earnings, gender and occupational classification change significantly.
- The premium contribution arrangement for insured employees is changed or varies from that provided for under the Group Policy when issued or last renewed.
- Plan design changes are requested by the Employer.
- > The Insurer and the Employer mutually agree to change premium rates.

#### **Definition of Disability**

During the Elimination Period and the Benefit Payment Period, Disability and Disabled means the Insured is, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, unable to perform a majority of the Material Duties of his or her Own Occupation.

#### Exclusions

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

- War or any act of war, declared or undeclared
- Active participation in a violent disorder or riot
- Commission of, or attempt to commit, any crime or while engaging in an illegal activity
- Intentionally self-inflicted injury or attempted suicide
- During military leave in the armed forces of any state or country, or while imprisoned
- Occupational Disability. Insureds are not covered for a disability arising out of or in the course of any employment for wage or profit. Insured is not covered for any Disability for which Worker's Compensation benefits are payable.

#### **Pre-Existing Conditions**

The Insured is not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless he/she has been continuously insured under the Group

Policy for at least 12 months and has been Actively at Work for at least one full day after the end of that 12 months.

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

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

#### Limitations

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

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

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

# Okaloosa County Board of County Commissioners LTD PROPOSED RATES

#### Class 01

Coverage	Number of Lives	Units	Rate per person per month	Proposed Annual Premium
Long Term Disability	949	949	\$3.80	\$43,724
Denseller				
5UV UD				
Buy Op	Number of		Pate per person	Proposed Appual
	Number of Lives	Units	Rate per person per month	Proposed Annual Premium
Buy Up Coverage Long Term Disability	Number of Lives 335	Units 335	Rate per person per month \$7.86	Proposed Annual Premium \$31,597

We offer the flexibility to select both the Life and Disability proposals together, or to choose one proposal independently with no impact to the quoted rates.

# Okaloosa County Board of County Commissioners STD PROPOSED RATES

#### **Option 1 - Proposed Benefits - 7 Day Elimination Period**

Coverage	Number of Lives	Weekly Benefit Volume	Rate per \$10 of Weekly Benefit		Proposed Annual Premium
Short Term Disability	TBD	TBD	Age 0 - 24 25 - 29 30 - 34 35 - 39 40 - 44 45 - 49 50 - 54 55 - 59 60 - 64	Rate \$1.60 \$1.46 \$1.16 \$0.98 \$0.96 \$1.07 \$1.30 \$1.70 \$2.13	TBD
			65 - 99	\$2.58	

Rate Guarantee: 24 months

**Total Annual Premium** 

TBD

### **Option 2 - Proposed Benefits - 14 Day Elimination Period**

Coverage	Number of Lives	Weekly Benefit Volume	Rate per \$10 of Weekly Benefit		Proposed Annual Premium
Short Term Disability	TBD	TBD	Age	Rate	TBD
			0 - 24	\$1.39	
			25 - 29	\$1.27	
			30 - 34	\$1.01	
			35 - 39	\$0.84	
			. 40 - 44	\$0.82	
			45 - 49	\$0.92	
			50 - 54	\$1.12	
			55 - 59	\$1.46	
		•	60 - 64	\$1.83	
			65 - 99	\$2.22	

Rate Guarantee: 24 months

**Total Annual Premium** 

TBD

The County would need to reach 25% participation in order for coverage to go into effect.

We offer the flexibility to select both the Life and Disability proposals together, or to choose one proposal independently with no impact to the quoted rates.

#### PROPOSAL #: RFP RM 53-19

#### REQUEST FOR PROPOSAL FOR EMPLOYEE LIFE, EMPLOYEE VISION, EMPLOYEE SHORT TERM AND EMPLOYEE LONG TERM DISABILITY INSURANCE

The Okaloosa County Board of County Commissioners is seeking proposals for employee vision, employee life, employee short term and employee long term disability insurance programs.

#### **GUIDELINES**

#### General - Applicable to all Proposers on all Products:

1. The successful proposer shall maintain a claims assistance office in Okaloosa County Florida or toll free telephone service to the claims office.

Claims Service at Madison National Life can be reached toll free at 1 (800) 356-9601 (Monday - Friday 7:00 a.m. - 5:00 p.m. CST).

2. The successful proposer shall designate an agent of record available to offer service on a County wide basis for support with claims processing, research and resolution of any issues.

Account services for the plan will be provided by Ochs, a Securian Company. Specializing in employee benefit plans, Ochs has been a key part of Securian's group life success since 1943.

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

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

3. The plan year begins 10/1/2019 and runs until 09/30/2020

Confirmed. Our proposed LTD rates are guaranteed for three (3) years and our proposed STD rates are guaranteed for two (2) years.

4. The successful proposer shall accept a census enrollment. The successful proposer will also provide company representatives to answer questions as part of the County's Benefits Fair.

Confirmed. All current participants enrollment will be accepted via census, and only changes or new elections in coverage requiring EOI will require new election forms.

5. The successful proposer shall be licensed to do business in the state of Florida.

Confirmed.

6. All employees are eligible to participate on the first day of the first month after 30 days of employment.

#### Confirmed.

7. All proposals shall waive any actively at work requirement. We will not accept wording that eliminates coverage for persons partially disabled, on medical, maternity, family or other leave

who have fulfilled their waiting period under the present plan, but are absent on the first day that coverage becomes effective.

We are unable to waive the Actively-at-Work requirement for Disability Insurance. Any benefits payable to individuals who are out of work due to illness or injury and whose date of disability falls prior to the effective date of our policy would be the responsibility of the prior carrier.

8. The successful proposer shall provide assistance with employee open enrollment and any communication services.

Confirmed. Ochs provides clients a streamlined implementation and enrollment experience and is pleased to offer the following at no additional charge:

- Customized communications and marketing materials
- Personalized forms and enrollment packets
- PowerPoint Presentations

#### **Required Information for Proposers on all Products:**

1. Give the location of the nearest company group sales and claims offices that will handle this contract.

Account services for the plan will be provided by Ochs, a Securian Company. Claim services will be handled by Madison National Life. Ochs is located in St. Paul, MN and Madison National Life is located in Madison, WI.

2. Give the name and location of the company group representative who will service this contract.

This contract will be serviced by Jess Grinsteinner, Sales Representative at Ochs and Amy Pals, Manager of Account Management at Ochs. Amy and Jess are both located in St. Paul, MN.

3. Will one or more claims handlers be assigned this contract in your claims office?

Most groups are assigned a dedicated Claims Specialist as their single point of contact for claims information.

4. Will toll free service be available from the entire County to your claims office or servicing agent?

Yes, Customer Service and Billing inquiries can be directed to Ochs toll free at 1 (800) 392-7295 (Monday - Friday 8:00 a.m. – 4:30 p.m. CST). Claims Service at Madison National Life can be reached toll free at 1 (800) 356-9601 (Monday - Friday 7:00 a.m. - 5:00 p.m. CST).

5. Give the name, location and affiliation to your company of the agent or broker of record. Disclose commissions and all other remuneration that will be paid to the broker.

Our proposal assumes 10% commissions will be paid to the broker of record.

Corporate Benefits of the Emerald Coast, Inc. Post Office Box 880 Fort Walton Beach, FL 32549

6. List 5 references of similarly sized current clients. Also, list 3 references that terminated coverage within the last five (5) years.

#### **Current Clients**

Broward County Clerk of Courts Contact: Linda Agnew Address: 201 SE 6th Street Fort Lauderdale, FL 33301 Email: lagnew@browardclerk.org Phone: 954-831-6243

City of Melbourne Contact: Ruth Lovejoy Address: 900 E Strawbridge Avenue Melbourne, FL 32901 Email: Ruth.lovejoy@mlbfl.org Phone: 321-608-7802

Olmsted County Cindy Ronningen Human Resources, 151 4th Street SE Rochester MN 55904 ronningen.cindy@co.olmsted.mn.us (507) 328-7710

Town of Dedham Contact: Miriam Johnson Address: 26 Bryant St Dedham MA 02026 Email: mjohnson@dedham-ma.gov Phone: 781-751-9142

Catalina Foothills School District Contact: Ms. Sandy Burnette Address: 2101 East River Road Tucson, AZ 85718 Email: sburnette@cfsd16.org Phone: 520-209-7533

#### **Terminated Clients**

City of Brooklyn Center Contact: Ms. Patti Page Address: 6301 Shingle Creek Parkway Brooklyn Center, MN 55430 Phone: 763-569-3300 Email: ppage@ci.brooklyn-center.mn.us

City of Crystal Contact: Mr. Charles Hansen Address: 4141 Douglas Drive North Crystal, MN 55422-1696 Phone: 763-531-1110 Email: Charles.hansen@crystalmn.gov

City of Ramsey Contact: Ms. Colleen Lasher Address: 7550 Sunwood Drive NW Ramsey, MN 55303 Phone: 763-433-9867 Email: clasher@cityoframsey.com

7. What is your current A. M. Best Rating or equivalent?

#### A- (Excellent)

8. List your contact information should there be any questions regarding your proposal.

Name: Jess Grinsteinner, Sales Representative Phone: 800-392-7295 Email: JGrinsteinner@ochsinc.com

#### **Required Information for Short Term Disability insurance Proposals:**

1. What is your proposed coverage amount and what is the rate for this coverage?

Our proposed Weekly Short Term Disability Benefit is 60%.

Rates for the proposed 7-day elimination period STD are as follows. Rates are per \$10 of weekly benefit:

Age	Rate
0 - 24	\$1.60
25 - 29	\$1.46
30 - 34	\$1.16
35 - 39	\$0.98
40 - 44	\$0.96
45 - 49	\$1.07
50 - 54	\$1.30
55 - 59	\$1.70
60 - 64	\$2.13
65 - 99	\$2.58

Rates for the proposed 14-day elimination period STD are as follows. Rates are per \$10 of weekly benefit:

Age	Rate
0 - 24	\$1.39
25 - 29	\$1.27
30 - 34	\$1.01
35 - 39	\$0.84
40 - 44	\$0.82
45 - 49	\$0.92
50 - 54	\$1.12
55 - 59	\$1.46
60 - 64	\$1.83
65 - 99	\$2.22

2. What are the maximum and minimum benefit payment amounts?

The Maximum Weekly Benefit is \$1,500 and the Minimum Weekly Benefit is \$25.

3. List payments that will offset these disability payments.

- Workers Compensation
- Other Compulsory Benefits
- Other Group Insurance plans
- Sick leave or salary continuance (doesn't include vacation)
- Work Earnings
- Employers Retirement Plan
- Social Security
- 4. Describe your waiver of premium policy.

Waiver of Premium is not available with Short Term Disability.

5. Describe your survivor benefits if applicable.

Our proposed Short Term Disability coverage does not include a Survivor Benefit.

6. Describe your own occupation policy.

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

7. Describe your pre-existing condition exclusions, if any.

Our proposed Short Term Disability coverage includes a 3 month / 12 month Pre-Existing Condition Exclusion.

#### **Required Information for Long Term Disability Insurance Proposals:**

1. What is your proposed coverage amount and what is the rate for this coverage?

Our proposed Core Long Term Disability Benefit is 50%. Our proposed Buy-up Long Term Disability Benefit is 60%.

The rate for the Core LTD is \$3.80 Per Employee per Month. The rate for the Buy-up LTD is \$7.86 Per Employee per Month.

2. What are the maximum and minimum benefit payment amounts?

The Core LTD Maximum Monthly Benefit is \$3,500. The Buy-up Maximum Monthly Benefit is \$5,000. The Minimum Monthly Benefit for both options is \$100.

- 3. List payments that will offset these disability payments.
  - Workers Compensation
  - Other Compulsory Benefits
  - Other Group Insurance plans
  - Sick leave or salary continuance (doesn't include vacation)
  - Work Earnings
  - Employers Retirement Plan
  - Social Security
- 4. Describe your waiver of premium policy.

Premium payments are required during the Elimination Period. However, payment of premium is waived while LTD Benefits are payable. Upon the employee's return to Active Work, premium payments will again be payable.

5. Describe your survivor benefits if applicable.

In the event of a claimant's death, a benefit is paid out to an eligible beneficiary. The amount is three (3) times the last Gross Monthly Benefit of the employee.

6. Describe your own occupation policy.

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

7. Describe your pre-existing condition exclusions, if any.

Our proposed Long Term Disability coverage includes a 3 month / 12 month Pre-Existing Condition Exclusion.

# EXHIBIT "C"

## RATES AND PLAN DESCRIPTIONS

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# EXHIBIT "C"



**Okaloosa County Board of County Commissioners** 

# Group Term Life and AD&D Insurance BAFO PLAN DESIGN

Date: Presented by: Underwritten by: June 10, 2019 Ochs, Inc., A Securian Company Minnesota Life Insurance Company

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# PLAN DETAILS

# Group Term Life and AD&D Insurance

Effective and Rate Coverage Dates	Coverage
October 1, 2019 to September 30, 2024 (3 year rate guarantee with 2 one-year renewal options)	<ul> <li>Basic Term Life and AD&amp;D</li> <li>Supplemental Term Life and AD&amp;D</li> <li>Spouse Term Life</li> <li>Child Term Life</li> </ul>

### Definitions

Class	Eligibility
<b>Class 1:</b> Elected Officials including Supervisor of Elections	A minimum number of hours as determined by your employer
Class 2: All Eligible Retirees	A minimum number of hours as determined by your employer

# Funding

Class	Non-Contributory / Contributory
Class 1:	<ul> <li>Employer Paid</li> <li>Basic Term Life and AD&amp;D</li> </ul>
	<ul> <li>Employee Paid</li> <li>Supplemental Term Life and AD&amp;D</li> <li>Spouse Term Life</li> <li>Child Term Life</li> </ul>
Class 2:	Employer Paid <ul> <li>Basic Term Life</li> </ul>

# **BASIC TERM LIFE**

# **Plan Design Description**

**Benefit Summary** 

Class	Amount
Class 1:	\$25,000
Class 2:	\$10,000

# Basic Life Age Reduction Schedule

Class	Age	Reduces to
Class 1	65	65%
	70	50%
· ·	75	25%
	80	15%

# Guaranteed Issue (GI) and EOI Requirements

Summary	Amount
Current Insureds	All coverage is grandfathered and guaranteed
New Employees	All coverage is guaranteed for new employees if elected within 31 days of initial eligibility

# Accidental Death and Dismemberment (AD&D)

Summary Benefit	<ul> <li>Amount</li> <li>Matches life amount for death with benefit schedule for dismemberment; includes the following additional benefits: <ul> <li>Airbag - Lesser of 10% or \$10,000</li> <li>Seatbelt - Lesser of 20% or \$20,000</li> <li>Child Care - Lesser of actual cost, 3% or \$3,000 for four (4) years</li> <li>Child Education - Lesser of actual cost, 5% or \$5,000 for four (4) years</li> <li>Line of Duty - Principal sum increases by 100% up to \$100,000</li> <li>Repatriation - Lesser of actual cost or \$5,000</li> <li>Spouse Education - Lesser of actual cost, 5% or \$5,000</li> </ul> </li> </ul>
AD&D Dismemberment Schedule of Benefits	for four (4) years           Loss         Benefit           Life         100%

(member is defined as hand,	Two or more members	100%
foot, or eye)	Quadriplegia	100%
	Speech and hearing	100%
	Paraplegia	75%
	One member	50%
	Speech	50%
	Hearing	50%
	Hemiplegia	50%
	Thumb & index finger of same hand	25%

## Additional Plan Benefits

Benefit	Definition
Waiver of Premium	Premiums waived for active employees disabled prior to age 60 and continues until the earlier of retirement, recovery, or age 65; provision includes a six (6) month elimination period and is not available with ported coverage.
Accelerated Death Benefit	Allows terminally ill insureds with a life expectancy of 12 months or less to accelerate up to 100% of the face amount up to \$1,000,000 (Basic and Supplemental combined).
Portability	Allows insureds to continue coverage if they terminate employment or retire.
Conversion	Allows insureds to convert terminated coverage to an individual life insurance policy.

# SUPPLEMENTAL TERM LIFE

## Supplemental Employee Life

# **Benefit Summary**

Summary	Amount
Benefit	\$10,000 increments to a maximum of \$500,000
Age Reductions	None

#### Guaranteed Issue (GI) and EOI Requirements

Summary	Requirement
Current Insureds	All coverage is grandfathered and guaranteed
One-time Open Enrollment	All Employees may increase coverage by \$25,000 without evidence of insurability, provided that the resulting amount of insurance does not exceed the guaranteed issue limit of \$300,000. Increases above the guaranteed issue limit are also available, however require evidence of insurability.
New Employees	\$300,000 is guaranteed for new employees if elected within 31 days of initial eligibility
Future Annual Enrollment	All Employees may increase coverage by \$25,000 without evidence of insurability, provided that the resulting amount of insurance does not exceed the guaranteed issue limit of \$300,000. Increases above the guaranteed issue limit are also available, however require evidence of insurability.
Qualified Status Change	Electing or increasing coverage requires EOI
Outside of GI opportunities	Electing or increasing coverage requires EOI

# Accidental Death and Dismemberment (AD&D)

Summary	Amount
Benefit	Matches life amount for death with benefit schedule for dismemberment; includes the following additional benefits:
	<ul> <li>Airbag - Lesser of 10% or \$10,000</li> <li>Seatbelt - Lesser of 20% or \$20,000</li> <li>Child Care - Lesser of actual cost, 3% or \$3,000 for four (4) years</li> <li>Child Education - Lesser of actual cost, 5% or \$5,000 for four (4) years</li> </ul>
	<ul> <li>Line of Duty - Principal sum increases by 100% up to \$100,000</li> <li>Repatriation - Lesser of actual cost or \$5,000</li> </ul>

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	Spouse Education - Lesser of a for four (4) years	actual cost, 5% or \$5,000
Dismemberment Schedule of Benefits	Loss Life	Benefit 100%
(member is defined as hand,	Two or more members	100%
foot, or eye)	Quadriplegia	100%
	Speech and hearing	100%
	Paraplegia	75%
	One member	50%
	Speech	50%
	Hearing	50%
	Hemiplegia	50%
	Thumb & index finger of same hand	25%

## Additional Plan Benefits

Benefit	Definition
Waiver of Premium	Available for employees disabled prior to age 60 and continues until retirement, recovery, or age 65; provision includes six (6) month elimination period and is not available with ported coverage.
Accelerated Death Benefit	Allows terminally ill insureds with a life expectancy of 12 months or less to accelerate up to 100% of the face amount up to \$1,000,000 (Basic and Supplemental combined).
Portability	Allows insureds to continue coverage if they terminate employment or retire.
Conversion	Allows insureds to convert terminated coverage to an individual life insurance policy.

# **DEPENDENT TERM LIFE**

# **Dependent Eligibility**

Class	<ul> <li>Definition</li> <li>A spouse is not eligible if they are also eligible for</li></ul>
Spouse	employee coverage
Children	<ul> <li>Live birth to 26 years; or physically or mentally disabled and incapable of self-support prior to attaining age 26</li> <li>A child may only be covered by one parent</li> <li>If an employee's first eligible newborn child dies within 31 days of birth but prior to the employee enrolling for child life coverage, a benefit will be paid</li> </ul>

## Supplemental Spouse Life

Benefit Summary

Summary	Amount
Benefit	\$5,000 increments to a maximum of \$250,000.
	Dependent coverage limited to 100% of employee's total basic and supplemental amount.
Age Reductions	None

## Guaranteed Issue (GI) and EOI Requirements

Summary	Requirement
Current Insureds	All coverage is grandfathered and guaranteed
New Employees	\$50,000 is guaranteed for new employees if elected within 31 days of initial eligibility
Future Annual Enrollment	Electing or increasing coverage requires EOI
Qualified Status Change	\$50,000 is guaranteed if elected within 31 days of Qualified Status Change
Outside of GI opportunities	Electing or increasing coverage requires EOI

# Supplemental Child Life

## **Benefit Summary**

Summary	Amount
Benefit	\$1,000 increments to \$10,000
	\$15,000 or \$20,000

Dependent coverage limited to 100% of employee's total basic
and supplemental amount.

# Guaranteed Issue (GI) and EOI Requirements

Summary	Requirement
Current Insureds	All coverage is grandfathered and guaranteed
One-time Open Enrollment	All coverage is guaranteed if elected within 31 days of initial eligibility
New Employees	All coverage is guaranteed for new employees if elected within 31 days of initial eligibility
Future Annual Enrollment	All coverage is guaranteed at each annual enrollment
Qualified Status Change	All coverage is guaranteed if elected within 31 days of Qualified Status Change
Outside of GI opportunities	Electing or increasing coverage requires EOI

## Additional Plan Benefits

Benefit	Definition
Waiver of Premium	If an employee's premium is being waived under the Waiver of Premium provision, premiums for dependent coverage(s) the employee had as an active insured will be continued and waived as well.
Accelerated Death Benefit	Allows terminally ill insureds with a life expectancy of 12 months or less to accelerate up to 100% of the face amount up to \$1,000,000 (Basic and Supplemental combined).
Portability	Allows spouse and children to continue coverage if employee terminates employment or retires.
Conversion	Allows insureds to convert terminated coverage to an individual life insurance policy.

# **DEFINITIONS AND GUARANTEED ISSUE (GI) LIMITS**

Category	Guaranteed Issue Limits*
<b>Current Insureds</b> All employees in a benefit eligible class on the effective date of this policy and their dependents	<ul> <li>All current Basic coverage amounts are guaranteed and carried over without providing evidence of insurability (EOI)</li> <li>Employee: Supplemental amount in force prior to policy effective date</li> <li>Spouse: amount in force prior to policy effective date</li> <li>Child: amount in force prior to policy effective date</li> </ul>
<b>One-Time Open Enrollment</b> All actively at work benefit eligible employees and their dependents	<ul> <li>Supplemental coverage elected is guaranteed up to the GI limits without providing EOI during the one-time open enrollment period,</li> <li>Employee: All Employees may increase coverage by \$25,000 without evidence of insurability, provided that the resulting amount of insurance does not exceed the guaranteed issue limit of \$300,000. Increases above the guaranteed issue limit are also available, however require evidence of insurability.</li> <li>Child: All coverage is guaranteed</li> </ul>
Future Annual Enrollment Benefit eligible employees and their dependents	<ul> <li>Employee: All Employees may increase coverage by \$25,000 without evidence of insurability, provided that the resulting amount of insurance does not exceed the guaranteed issue limit of \$300,000. Increases above the guaranteed issue limit are also available, however require evidence of insurability.</li> <li>Spouse: Electing or increasing coverage requires EOI</li> <li>Child: All coverage is guaranteed at each annual enrollment</li> </ul>
New Employees All employees who first become benefit eligible after the effective date of this policy and their dependents	<ul> <li>Coverage is guaranteed up to the GI limits if elected within the 31-day new employee enrollment period</li> <li>Employee: \$300,000 is guaranteed</li> <li>Spouse: \$50,000 is guaranteed</li> <li>Child: All coverage is guaranteed</li> </ul>
Qualified Status Change (QSC) Dependents who become benefit eligible after the effective date of this policy (i.e. marriage, birth, adoption). QSC are determined by the employer	<ul> <li>Coverage is guaranteed up to the GI limits if elected within 31 days of a qualifying status change</li> <li>Employee: Not applicable</li> <li>Spouse: \$50,000 is guaranteed</li> <li>Child: All coverage is guaranteed</li> </ul>
Outside of GI opportunities: Elect	ing or increasing coverage requires Evidence of Insurability

\*GI limits include coverage currently in force.

# PROPOSAL TERMS AND CONDITIONS

- Quote is valid for 120 days and is based on census data submitted. If actual enrollment or plan design differs materially, we reserve the right to review and modify the rates as necessary.
- Individuals may be covered only once under the group policy. Employees cannot also be insured as a spouse or child, a child can only be insured by one parent, and an individual cannot be insured as both an ex-employee and a current employee.
- All increases are subject to the actively at work provision in the policy.
- Non-participating (Fully pooled): The policyholder remits premiums at the stated rate. The policyholder will not receive any experience refunds.
- Our proposal assumes that all lives will be transferred according to the chart below and that coverage will be provided on a no loss/no gain basis. Because the current plan has a waiver of premium provision, those eligible under that provision will continue to be insured by the prior carrier. Others will be insured by Securian.

Status of Employee on Effective Date	Responsible Party
Disabled and on approved waiver of premium	Incumbent Carrier
Disabled and not yet approved waiver of premium	Incumbent Carrier/ Securian *
Disabled and satisfying elimination period	Incumbent Carrier/ Securian *
Absent due to disabling ailment	Incumbent Carrier/ Securian *
Absent due to non-disabling ailment	Securian
On vacation	Securian
On non-medical leave of absence	Securian
On excused absence (funeral, etc.)	Securian
At work	Securian

\*Our proposal assumes that employees on approved waiver of premium on the effective date will stay with the incumbent carrier under the current waiver of premium provision. If an employee is absent due to disability but not yet eligible or approved for waiver of premium, we recommend that premiums be paid to Securian. If the employee returns to work or otherwise does not satisfy the requirements for approved waiver of premium, Securian will be responsible for the ongoing life insurance coverage. If the employee remains disabled and satisfies the requirements for a waiver of premium claim, the claim should be filed with the incumbent carrier. Similarly, if the employee dies while totally disabled but before satisfying the waiting period for a waiver of premium claim, the death claim should be filed with the incumbent carrier. In any event, either Securian or the incumbent carrier will provide coverage for every insured employee.

• We relied on information provided with the initial RFP and subsequent information after the RFP release to develop our proposal. If any information was incorrect or incomplete we reserve the right to review and adjust rates.

- We reserve the right to review the appropriateness of the rates at any time in the event of plan design changes, modifications to the definition of eligible employees, or significant demographic changes in the group. We define significant changes to mean a change in the volume within a coverage or across coverages of more than 15%. Actives and retirees are considered independent coverages. The baseline for calculating the total change in volume will be the volume provided in the RFP
- Issued policies will comply with applicable state insurance laws and coverage restrictions or limits may apply.
- Securian Financial Group is licensed to do business in the United States and our proposal covers employees working in the U.S. and U.S. citizens working abroad as expatriates. We're happy to discuss solutions for your non-U.S. citizens working outside the U.S. to meet the changing benefits needs of a global workforce.
- If selected as a finalist, Securian Financial Group's legal counsel will review the specifics of any sample contract, service agreement, or terms & conditions language and provide a list of items to discuss with client's legal counsel. We have found that this process can be completed efficiently and result in a mutually agreeable contract.
- It is the employer's obligation to determine the applicability of and compliance with any ERISA or DOL rules. Under Department of Labor rules, certain employee-pay-all group plans may not be subject to ERISA rules. However, the employer should consult counsel to determine if this plan falls within the exemption.

### Termination

Term Life	Terminates at earlier of retirement (unless eligible for retiree	
	benefits), loss of eligibility, or termination of employment	

Basic	No exclusions
Supplemental	Suicide exclusion applies. This exclusion limits our liability to an amount equal to the premiums paid for an insured if the insured, whether sane or insane, dies by suicide within two years of the effective date of his or her insurance. For existing amounts transferred to our policy, the time insurance was in force under the prior policy(ies) will count toward this two year limitation.

#### Life Exclusions

### Ridered AD&D Exclusions (subject to situs state exclusions)

In no event will we pay the accidental death or dismemberment benefit where the insured's death or dismemberment is caused directly or indirectly by, results from, or where there is a contribution from, any of the following:

- · Self-inflicted injury or self-destruction, whether sane or insane; or
- Suicide or attempted suicide, whether sane or insane; or

- The insured's participation in or attempt to commit a crime, assault, felony, or any illegal activity, regardless of any legal proceedings, or the absence of any legal proceedings, thereto; or
- Bodily or mental infirmity, illness or disease; or
- The use of alcohol, drugs, medications, poisons, gases, fumes or other substances taken, absorbed, inhaled, ingested or injected, unless taken upon the advice of a licensed physician in the verifiable prescribed manner and dosage; or
- Motor vehicle collision or accident where the insured is the operator of the motor vehicle and this
  insured's blood alcohol level meets or exceeds the level at which intoxication is defined in the state
  where the collision or accident occurred, regardless of any legal proceedings, or the absence of any
  legal proceedings, thereto; or
- Infection, other than infection occurring simultaneously with, and as a direct result of, the accidental injury; or
- · Medical or surgical treatment or diagnostic procedures or any resulting complications; or
- Travel in or descent from any aircraft, except as a fare-paying passenger on a regularly scheduled commercial flight on a licensed passenger aircraft carrier; or
- War or any act of war, whether declared or undeclared; or
- Service in the military of any nation.

# **BAFO PLAN ENHANCEMENTS**



We understand how valuable employee benefits are to you and your employees. In support of this, we have identified several plan enhancements to enrich your life insurance program. In addition to matching the requested plan design, our life insurance proposal offers plan enhancements at no cost beyond the premium paid. You have the flexibility to choose any, or all, of the following enhancements:

## Special Guaranteed Issue Enrollment Opportunity for All Employees

In an attempt to increase supplemental life participation, we are offering a special annual guaranteed issue enrollment opportunity. All Employees may increase coverage by \$25,000 without evidence of insurability, provided that the resulting amount of insurance does not exceed the guaranteed issue limit of \$300,000. Increases above the guaranteed issue limit are also available, however require evidence of insurability.

### Increased Supplemental Life Guarantee Issue for Spouse

The guaranteed issue limit will be increased from \$25,000 to \$50,000 for newly eligible spouses.

### Increased Supplemental Life Maximum and Guarantee Issue for Child

We propose increasing the supplemental child life maximum from \$10,000 to \$20,000, dependent coverage limited to 100% of employee's total basic and supplemental amount. The guaranteed issue limit will be increased from \$10,000 to \$20,000 for newly eligible children. Employees do not need to be enrolled in supplemental life to elect child supplemental life coverage.

### **Remove Age Reductions for Supplemental Life**

We propose removing the supplemental life age reductions from the plan design. Because this plan will be part of The Municipal Pool, age reductions can be removed.

Additionally, as part of our best and final offer, we have revised the Basic Life age 70 reduction to 50% instead of 40%.

### Portability and Conversion

We have included both portability and conversion for the basic and supplemental life (not AD&D). Portability and conversion allow coverage to be continued if you are no longer eligible for group life insurance.

#### **Extended Child Life Eligibility**

While Life and AD&D benefits do not fall within the scope of health care reform, it may ease administration to have child age eligibility match health care reform age eligibility rules. We can write the child age requirements of the policy to provide coverage from live birth to 26 years of age, regardless of student status.

#### First Eligible Newborn Child Benefit

Our proposal includes a benefit to be paid if an employee's first eligible newborn child dies within 31 days of birth but prior to the employee enrolling for child life coverage.

#### Annual Open Enrollment for Child Life

Our proposal includes a special guaranteed issue opportunity for child(ren) during the initial enrollment period, as well as each year during the annual enrollment period. One low monthly premium covers all eligible dependent children in the family up to the maximum child life benefit amount.

#### Accelerated Death Benefit

We offer one of the most competitive and flexible accelerated death benefit provisions in the market. Terminally ill insureds with a life expectancy of 12 months or less can accelerate up to 100% of their combined basic and supplemental insurance – to a maximum of \$1,000,000. The minimum face amount eligible to be accelerated is \$10,000. We do not discount the benefit amount for early payment of the claim. This provision has no impact to the premium rates.

#### **Cash Advancement on Claim Payment**

If a beneficiary calls and expresses the need for financial assistance, Securian can offer a cash advance to help with funeral expenses. The cash advance would be available up to \$25,000 (subject to the benefit max) without the death certificate. There must be at least \$5,000 left over from the benefit after the cash advance is processed.

The cash advance is available if the following conditions are met:

- Designated (person, non-entity) beneficiary or spouse by plan default
- · Beneficiary has reached the age of majority
- Only one beneficiary may request per claim
- Death must be from natural causes

## Okaloosa County Board of County Commissioners BAFO LIFE PROPOSED RATES

#### **BASIC AND SUPPLEMENTAL LIFE**

DASIC AND SUPPLEMENTAL LIFE	Number of	180933		Rate pe	- 61 000		Proposed
Coverage	Lives		Volume		ionth		nual Premium
Basic Active Life	491	\$	12,266,250	\$	0.060	\$	8,831.70
Basic Active Life	66	_ <del>9</del> \$	660,000	\$	1.000	\$	7,920.00
Basic Active AD&D	491	э \$	12,266,250	э \$	0.020	\$	2,943.90
Employee Supplemental Life	459	9 \$	45,395,000	Age	Rate	\$	144,095.90
Employee Supplemental Life	409	φ	40,090,000	Under 25	0.060	Ψ	144,000.00
1				25 – 29	0.060		
				<u>23 - 29</u> 30 - 34	0.070		
				30 – 34 35 – 39	0.100		
	ļ			<u> </u>	0.150		
				40 - 44 45 - 49	0.150		
				4 <u>5 – 4</u> 5 50 – 54	0.200		
				55 – 59	0.560		
				<u> </u>	0.930		
				65 – 69	0.936		
				70 – 74	0.924		
				75*	1.150		
Spouse Supplemental Life	142	\$	5,203,750		Rate	\$	19,305.71
opouse ouppiemental Lite	172	ļΨ	0,200,700	Under 25	0.060	Ŧ	
				25 – 29	0.060		
				30 - 34	0.070		
				35 – 39	0.100		
				40 - 44	0.150		
				45 – 49	0.260		
				50 54	0.410		
				55 - 59	0.560		
		l		60 - 64	0.930		
				65 - 69	0.943		
		İ		70 - 74	0.936		
			:	75*	1.165		
	459	\$	45,395,000	\$	0.020	\$	10,894.80
Employee Supplemental AD&D	1 403	υ	40.000.000	Ψ	0.040		

Rate Guarantee: 3 year rate guarantee with 2 one-year renewal options)

Total Annual Premium \$

195,730.21

\*Rates increase beyond age 75 and will be provided upon request.

We offer the flexibility to select both the Life and Disability proposals together, or to choose one proposal independently with no impact to the quoted rates.

Please note, we have quoted our standard policy exclusions, rider definitions and portability provisions.

Our proposed rates match the current rate structure, which does straddle Table I. If you would like revised rates that do not straddle Table I, but that target the same annual premium, we'd be happy to provide them.

# Okaloosa County Board of County Commissioners BAFO LIFE PROPOSED RATES

#### **BASIC AND SUPPLEMENTAL LIFE**

DASIC AND SUPPLEMENTAL LIFE						
Coverage	Number of Lives	Volume		r \$1.000 nonth	<u>^</u>	Proposed unual Premium
Basic Active Life	491	\$ 12,266,250	\$	0.060	\$	8,831.70
Basic Retiree Life	66	\$ 660,000	\$	1.000	\$	7,920.00
Basic Active AD&D	491	\$ 12,266,250	\$	0.020	\$	2,943.90
Employee Supplemental Life	459	\$ 45,395,000	Age	Rate	\$	144,095.90
			Under 25	0.060		
			25 – 29	0.060		
			30 – 34	0.070		
			35 – 39	0.100		
			40 – 44	0.150		
			45 – 49	0.260		
			50 - 54	0.410		
			55 59	0.560		
			60 - 64	0.930		
			65 – 69	0.936		
			70 – 74	0.924		
			75*	1.150		
Spouse Supplemental Life	142	\$ 5,203,750	Age	Fate	\$	19,305.71
			Under 25	0.060		
			25 – 29	0.060		
			30 – 34	0.070		
			35 – 39	0.100		
			40 – 44	0.150		
			45 – 49	0.260		
			50 – 54	0.410		
			55 – 59	0.560		
			60 – 64	0.930		
			65 – 69	0.943		
			70 – 74	0.936		
			75*	1.165		
Employee Supplemental AD&D	459	\$ 45,395,000	\$	0.020	\$	10,894.80
Child Life	151	\$ 1,448,500	\$	0.100	\$	1,738.20

Rate Guarantee: 3 year rate guarantee with 2 one-year renewal options)

Total Annual Premium \$

195,730.21

\*Rates increase beyond age 75 and will be provided upon request.

We offer the flexibility to select both the Life and Disability proposals together, or to choose one proposal independently with no impact to the quoted rates.

Please note, we have quoted our standard policy exclusions, rider definitions and portability provisions.

Our proposed rates match the current rate structure, which does straddle Table I. If you would like revised rates that do not straddle Table I, but that target the same annual premium, we'd be happy to provide them.

# Okaloosa County Board of County Commissioners PORTED LIFE RATES

Coverage	Age	Rate per \$1,000 per month
PORTED Life -	Under 25	\$0.080
Employee and	25 - 29	\$0.090
Spouse	30 – 34	\$0.110
	35 – 39	\$0.140
	40 - 44	\$0.200
	45 - 49	\$0.320
	50 - 54	\$0.560
	55 – 59	\$0.920
	60 - 64	\$1.130
	65 - 69	\$1.970
	70 and Over	N/A
PORTED Life - Child(ren)		\$0.260

Please Note - Port rates are not guaranteed and are subject to change.