



Purchasing Department
201 Westward Drive
Miami Springs, FL 33166-5259
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romerot@miamisprings-fl.gov

Tammy Romero
Professional Services Supervisor

LEGAL NOTICE
REQUEST FOR PROPOSAL # 06-14/15
GROUP MEDICAL COVERAGE FOR EMPLOYEES AND THEIR DEPENDENTS

Sealed proposals bids for the **GROUP MEDICAL COVERAGE FOR EMPLOYEES AND THEIR DEPENDENTS**, MIAMI SPRINGS, FL will be received until **2:30 P.M. on Wednesday, July 22nd, 2015**, via the City Clerk, on the 2nd floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166.

Bids will then be transferred to the Council Chambers. At time, date, and place noted above, bids will be publicly opened. Any bids received after time and date specified will not be considered and returned to the bidder unopened.

Deadline to request any additional information/clarification will be **Thursday, July 9th, 2015**.

This Request for Proposal is available upon written request to Tammy Romero at romerot@miamisprings-fl.gov. All requests must be accompanied by name, address, phone and fax number.

The City of Miami Springs reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Proposal including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise competent, and submits the lowest responsive and responsible Response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

STATEMENT OF NO RESPONSE

Some recipients of this solicitation may elect not to respond for a variety of reasons. The City of Miami Springs is very interested in learning whether certain conditions exist with our solicitation process which may discourage responses. Accordingly, if you elect not to respond with an offer to this solicitation, we ask that you indicate the reason below and either fax this form to 305-805-5018 or mail the form to:

City of Miami Springs
Finance Department
201 Westward Drive
Miami Springs, FL 33166

- We do not offer this product/service or an equivalent.
- Our schedule would not permit us to perform
- Insufficient time to respond to solicitation.
- Unable to meet specifications.
- Specifications not clear.
- Unable to meet bond and/or insurance requirements.
- Solicitation addressed incorrectly.
- Specifications "too tight"
(i.e. geared to specific brand or manufacturer).

If an explanation is appropriate, you may include it below or in an attached letter.

Due to the large number of companies listed on the City's vendor list and the cost of mailing, it is necessary to delete the names of persons or businesses that fail to respond to three (3) consecutive solicitations without giving a reason or requesting retention on our vendor list.

Do you desire future solicitations? Yes No

Name: _____ Title: _____

Company: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

1.0. INTRODUCTION TO REQUEST FOR PROPOSALS

1.1. Invitation

Thank you for your interest in this sealed Request for Proposal (“RFP”) process. The City of Miami Springs (“City”), through its Purchasing Department invites responses (“Proposals”) which offer to provide the services described in greater detail in Section 2.0: Specifications / Scope of Work.

1.2. Term of Contract

The respondent(s) selected to provide the services requested herein (“Successful Proposer”) shall be required to execute a contract (“Contract”) with the City, which shall include, but not be limited to, the following terms:

- A. The initial contract shall be for a **minimum** of twelve months beginning on October 1, 2015. The City shall have the option to extend the Contract for four (4) additional one (1) year periods, at its sole discretion, if mutually agreed to in writing. Successful Proposer will be given at least thirty (30) days prior written notice. **NOTE: The City is interested in establishing a long-term relationship and will show preference to proposers who offer guaranteed multi-year terms and guaranteed premium rates.**
- B. The City shall be given at least one hundred and twenty (120) days notice of cancellation or non-renewal of contract and at least one hundred and twenty (120) days notice of any increase in rates, premiums after initial contract period. Changes in cost shall occur no more frequently than on an annual basis, unless directly related to changes in benefits.
- C. If the proposer cannot provide 120 days notice of the exact amount of rate increase, the proposer is expected to give a reasonable estimate of the increase 120 days prior to its effective date.
- D. The City shall have the option of terminating the contract by giving the insurance provider sixty (60) days written notice.
- E. The proposer shall agree to indemnify and hold harmless and pay on behalf of the City, for any liability and/or legal costs arising out of any claims and litigation related to the services, benefits and coverages provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the coverage or service provided.

1.3. Deadline for Request for Additional Information/Clarification

Requests for additional information or clarifications must be made in writing **no later than 4:45 p.m. on Thursday, July 9th, 2015**. Proposers may email romerot@miamisprings-fl.gov their requests to: Attention: Tammy Romero. The request must contain the RFP number and title, Proposer’s name, name of Proposer’s contact person, address, phone number, and facsimile number.

1.4. Information/Clarification Addendums

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

1.5. Contract Execution

The Contract will be negotiated and executed between the Successful Proposer and the City.

1.6. Instructions

Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit Proposals in accordance with the requirements of this RFP. Please read the entire solicitation before submitting a Proposal. Proposers shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFP. The Proposer must return these documents with all information necessary for the City to properly analyze Proposer's response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All Proposals shall be returned in a sealed envelope with the RFP number and opening date clearly stated on the outside of the envelope.

Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

1.7. Changes / Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed.

1.8. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement and Contract Manager. Should it be necessary, a written addendum will be incorporated to the RFP. The City will not be responsible for any oral instructions, clarifications, or other communications.

1.9. Disqualification

The City reserves the right to disqualify Proposals before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

1.10. Acceptance or Rejection of Proposals

The City reserves the right to waive any immaterial defect or informality in any Proposals or to reject any or all Proposals in whole or in part, or to reissue a Request for Proposals.

1.11. Proposal Receipt

Sealed Proposals will be accepted in accordance with the instructions detailed on the "Legal Notice" of this RFP. After that date and time, Proposals will no longer be accepted. The Proposer shall file all documents necessary to support its Proposal and shall include them with its Proposal. Proposers shall be responsible for the actual delivery of Proposals during business hours to the exact address indicated on the "Legal Notice" and in the RFP. Proposals that are not received by the deadline established in the RFP shall **not** be accepted or considered by the City.

1.12. Proposal Binding

All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening. The failure of any successful proposer to enter into the required contract with the city will cause all other appropriate and ranked proposers to be subject to further consideration for award.

1.13. RFP Process Milestones

The anticipated schedule for this RFP and subsequent Contract is as follows.

All dates are tentative and subject to change.

| | |
|---|-------------------|
| RFP advertised and available for distribution | June 25th, 2015 |
| Clarification deadline | July 9th, 2015 |
| Amendment (pending complexity) | July 14th, 2015 |
| RFP Due Date | July 22nd, 2015 |
| Recommendation of Award to City Manager and Council | August 10th, 2015 |
| Effective Date of Proposed Coverage | October 1, 2015 |

2.0 SPECIFICATIONS/SCOPE OF WORK

2.1 Background Information

The City of Miami Springs, located in Miami-Dade County, Florida, requests sealed proposals from qualified insurance carriers to provide quality group insurance coverages to eligible employees and their dependents, including retirees, COBRA participants. The City's current medical insurance carrier is Aetna whom we have been with since November 2010.

The purpose of this solicitation is to provide substantially equivalent or better benefits for all eligible employees with minimal or no increase in premiums. Any new plan(s) selected, shall become effective on October 1, 2015.

NOTE: The City is interested in establishing a long-term relationship and will show preference to proposers who offer guaranteed multi-year terms and guaranteed premium rates.

Among the City's objectives for their employee benefit program are:

- Reduced administration expenses and other fixed costs
- Delivering quality benefits for their employees and retirees
- Provide strong network accessibility
- Effective claims data reporting

2.2 Evaluation of Proposals

Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" proposal is one which meets the requirements of the RFP, is submitted in the format outlined in the RFP, is a timely submission, and has the appropriate signature as required on each document. Responses will be evaluated by the Purchasing Agent and will make a recommendation to the City Council via the City Manager.

Carriers offering a proposal in response to this RFP will be evaluated based on the following general criteria:

- **Overall Cost** of the program for providing coverage. (40%)
- **Coverage** - The amounts and breadth of coverage and deductibles, copayments, restrictions or exclusions. (25%)
- **Service** - The capabilities and experience of proposers. The networks being utilized, the hospitals and the number of physicians under contract and the number of contracted physicians who will accept patients. (20%)
- **Stability** - Financial stability of the insurer to provide coverage, qualifications of personnel, referrals for municipal clients. (15%)

One or more of the Proposers deemed responsible and responsive *may* be granted an interview. The interview process will be for explanation and clarification of the submitted proposal.

2.3 Current Benefit Program

Medical Coverage

The City's current medical program is with Aetna, whom they have been with since November 2010. Prior to Aetna the city was with AvMed for 2 years (2008-2010) and Humana for 3 years (2005-2008).

The current benefit design is a Triple option approach of two HMOs and a Point of Service (POS) plan utilizing Aetna's networks. The City prefers that the provider network be accessible on a national basis, since the City has retired employees living outside the South Florida area that need to have access to the City's provider network.

The City's medical program is being funded through a traditional premium arrangement. Currently the City is contributing 100% towards the employee portion of the Low-HMO coverage and 50% of the dependent Low-HMO coverage. The City contributes the same dollar amount towards the High-HMO and POS coverage. It is anticipated that the City will continue the current contribution level. The Retiree medical program is paid for entirely by the retiree.

2.4 Plan Specifications

As mentioned earlier in this request, the **City of Miami Springs** wishes to entertain proposals, which impact the medical benefit area.

Basic Requirements:

- **Coverage**
Coverage is for Group Medical coverage.
- **Effective Date**
Assume an October 1, 2015 effective date.
- **Actively at Work Provision**
The "Actively at Work Provision" should be waived in your proposal.
- **Eligible employees** include retired employees.
- **Commissions**
The City has engaged a consultant, who will *not* receive remuneration from your company. Any commissions paid to an agent/broker need to be disclosed.
- **Best Rating**
All carriers must be rated "B+" or above. Please provide a current copy of your A.M. Best rating and all other third-party ratings, or if not available then a copy of your latest financials
- **Funding**
The current funding arrangements are traditional fixed premium methods. The City wishes to continue this method.
 - Please provide e-links to your **network arrangements** (HMO/POS medical) in South Florida. Also confirm if your network is national in scope and covered insureds will be able to access this national network without penalty.
- Please provide **one (1) original hard copy and one (2) USB copy of your entire proposal**. The City Manager will appoint an evaluation committee, if needed, made up of City Staff and the City's Benefits Consultant. Otherwise responses will be evaluated by the Purchasing Agent.
 - Please complete the **Benefits Questionnaire** as part of your proposal. If the questionnaire is not answered fully, the proposal will be considered incomplete.

- All proposals must be submitted to the City Clerk's office by **2:30 PM on July 22nd, 2015**. Any proposals received after this time will be considered late and will be returned unopened.

The following information is illustrated on the attachments provided:

- Employee census – DOB, M/F, type of coverage, zip code - Attachment A
- Benefits Questionnaire – to be completed and returned with your proposal-Attachment B
- Benefit Format Worksheet – to be completed and returned with your proposal - Attachment C
- Current Plan Descriptions – Aetna - Attachments D
- RFP Response Forms

2.5 Current Benefit Offering

The Summary of Benefits and Coverage (SBC) for each plan have been included as part of this request. Please use these current benefit levels and a guide for developing a benefit design.

2.6 Claims History

Medical paid claims information for policy year 2012-2013 to current is provided in Attachment E.

2.7 Large Loss Information - Claims in excess of \$50,000

The City is aware of 5 claims in excess of \$50,000 from the period 5/1/2014 through 3/01/2015. The dollar amounts are on a *paid* basis.

Claim #1 - \$87,488

Diagnosis – Ulcerative Colitis

Claim # 2 - \$79,315

Diagnosis – Acute Myocardial Infarction

Claim # 3 - \$66,432

Diagnosis – Kidney Failure – terminated

Claim # 4 - \$56,214

Diagnosis – Closed Fracture of Surgical Neck - terminated

Claim # 5 - \$51,644

Diagnosis – Uterovaginal Prolapse

There are no employees currently out on disability.

2.8 Group Benefits Questionnaire

Complete Questionnaire provided as an attachment in Word format

Medical Coverage

Administration

- 1) Please confirm that all employees and dependents will enter the plan on a no loss, no gain basis.
- 2) Please confirm that your company will wave the "actively at work provision".
- 3) Please confirm that medical underwriting will not be a requirement for future employees of the **City of Miami Springs**.
- 4) Please confirm that your proposal will remain valid until October 1, 2015.
- 5) Please confirm that your proposed rates are guaranteed for 12 months.
- 6) Will you guarantee your proposed rates for longer than 12 months? What type of rate cap can be offered for subsequent years?
- 7) Does your program give credit for deductibles previously satisfied? How far back do you look? (i.e. January 1, 90 days, etc.)
- 8) Does your program give credit for out of pocket previously accumulated?
- 9) Is there a deductible carry-over feature included as part of the quotation?
- 10) How does your company handle COBRA administration? If full administration of COBRA is not included, please provide the additional costs to include this service.
- 11) How often do you negotiate provider contracts for your HMO/POS network?
- 12) Confirm if your company will be paying commissions/service fees in association with this submission. Please identify who will be receiving these commissions/service fees and to what percentage.
- 13) Please identify the requirements placed on the City to terminate a contract with your organization.
- 14) Please provide a timetable that will outline the necessary requirements to implement your program for an October 1, 2015 effective date.
- 15) Is there a minimum participation level under either the HMO or POS plan when the dual option approach is used?
- 16) Please confirm that your firm is responsible for mailing all communications to members such as HIPAA required certificates of coverage.

Billing

- 1) How are enrollments handled? Can the **City of Miami Springs** perform additions and terminations online? How long does it take for these changes to appear on your system?
- 2) Does the **City of Miami Springs** take credit immediately for any differences in the billing, or do they need to pay as billed and receive credit in the future? Can the City be administered on a self-billing basis?
- 3) Are COBRA continuees included on the billing? If so how is this handled?
- 4) Can your bill break out employees by department? location? retirees?

Claims Administration

- 1) Where would the City's claims be processed?
- 2) How many clients does this location service?
- 3) How many members does this location service?
- 4a) Would a Customer Service staff member be dedicated to the City?
 - b) What is your Customer Service toll free number?
 - c) What are its days and hours of operation?
- 5) Will your claims processors undergo a major change in office location or claim payment system in the next 18 months?
- 6) Will you allow the Employer's third-party auditors to periodically audit claim payments?
Yes_____No_____
- 7) Can employees sign up for an account on your website to track the claims process for themselves and their dependents?

Management Reporting

- 1)

| | |
|---|--------------|
| a) Can you provide web-based claims data? | YES___ NO___ |
| b) Is the web-based data real time? | YES___ NO___ |
| c) Is there a charge for this? | YES___ NO___ |
| d) Is this amount included in the quoted rates? | YES___ NO___ |
- 2) Please attach samples of all standard management reports. (A standard report is one provided at no charge to the City.) Please indicate on each report any options available (i.e., sorted by branch, age, etc.)
- 3) Are claims reports available on an incurred or paid basis?
- 4) The City would like to receive quarterly utilization/claims reports. Please confirm you can provide at that frequency for no additional charge.

Provider Network

- 1) Does your company have guidelines in place whereby participating physicians are required to send patients to third parties for necessary lab work? What percentage of the physicians in your network can handle lab work in their office?
- 2) How is your provider reimbursement schedule determined?
- 3) How does portability of benefits work for insured's traveling or living outside the South Florida area? Please confirm your provider network is a national network.
- 4) Please describe your referral process from PCP to Specialist.
- 5) Are all PCPs required to have admitting privileges to network hospitals?
- 6) How frequently is provider relations staff required to conduct site visits?
- 7) Are members required to select a PCP? YES ___ NO
- 8) Does the PCP act as a "gate keeper" or is your quotation an open access network?
___ Gate Keeper ___ Open Access
- 9) How frequently may they change their PCP? Can the member change PCPs via your website?
- 10) Should an employee in the future require the use of a specialist for an ongoing illness, will your company allow the employee to utilize this specialist as their PCP? What are the criteria for establishing this relationship?
- 11) What amount of physician turnover does your network experience on an annual basis?
- 12) What happens if a network provider refers a member (without member's knowledge) to a nonparticipating provider? Who is at risk?
- 13) Is your plan licensed by the State of Florida? YES___ NO___
If no, when did you apply and what is its status?
- 14) Please fill in the following table showing the number of network providers in the specific counties:

| | <u>HMO</u> | <u>POS</u> |
|------------------------|------------|------------|
| Miami-Dade | | |
| PCPs | _____ | _____ |
| Pediatricians | _____ | _____ |
| OB/GYN | _____ | _____ |
| Urgent Care Facilities | _____ | _____ |
| Lab Facilities | _____ | _____ |
| Hospitals | _____ | _____ |
| Pharmacies | _____ | _____ |

Broward

| | | |
|------------------------|-------|-------|
| PCPs | _____ | _____ |
| Pediatricians | _____ | _____ |
| OB/GYN | _____ | _____ |
| Urgent Care Facilities | _____ | _____ |
| Lab Facilities | _____ | _____ |
| Hospitals | _____ | _____ |
| Pharmacies | _____ | _____ |

- 15) If an employee/dependent is currently pregnant will they be allowed to continue with their current physician should that physician not be in the network?
- 16) Please provide sample benefit booklets, communication materials, and specimen contracts. Also please confirm that these materials are included as part of your proposal submission. The City will require bi-lingual staff and materials.
- 17) What has been your book of business rate increase for:

| | HMO | POS |
|------|-------|-------|
| 2012 | _____ | _____ |
| 2013 | _____ | _____ |
| 2014 | _____ | _____ |
| 2015 | _____ | _____ |
- 20) What are your current trend factors?

| | |
|-----|-------|
| HMO | _____ |
| POS | _____ |
| Rx | _____ |
- 21) What is your company's acceptable loss ratio for an account of this size? Does your proposed funding fall within this range?

General

- 1) Are there any year-end charges that could be incurred by the **City of Miami Springs** due to higher than expected plan utilization?
- 2) Assuming an October 1, 2015 effective date, when can the **City of Miami Springs** expect to receive I.D. cards, booklets, plan documents, etc.?
- 3) Please confirm that your organization has enrollment staff available so that you can enroll the City's employees promptly, so that the City can make the proper payroll deductions for an October 1, 2015 effective date.
- 4) Are there any services unique to your company that you feel should be highlighted to the **City of Miami Springs**?

- 5) Are there promotional materials available prior to enrollment to make employees more aware of the plan, benefit, and carrier changes? Are there materials or web-based initiatives available throughout the year to encourage better use of the program? Are there additional costs associated with these materials?

- 6) Does your company utilize a company website to encourage employees to become better consumers of their healthcare?

3.0 GENERAL TERMS AND CONDITIONS

3.1. Acceptance/Rejection

The City reserves the right to accept or reject any or all Proposals or to select any or all Proposer, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the Proposal of any Proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this RFP.

Additionally, the City reserves the right to reject any Proposal if an investigation reveals conflicting information with that which was submitted by Proposer. The City further reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFP.

3.2. City Not Liable for Delays

It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Successful Proposer, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

3.3. Contract Award and City's Rights

The Proposals will be evaluated and ranked by the City's Purchasing Agent, with the assistance of any appropriate technical expertise and/or knowledge from the City's Benefits Consultant.

One or more of the Proposers deemed responsible and responsive may be interviewed before the Council as part of the final evaluation process. Such interviews provide the Proposer with an opportunity to clarify the Proposal and to ensure a mutual understanding of its content. The interviews may be scheduled at the convenience of the City Council and may be recorded. Once the City Council decides upon a shortlist of proposers following the oral presentations, a final ranking of proposers shall be established. Council shall then authorize the City Manager or designee to enter into Contract negotiations with the highest ranked Proposer.

The City Manager shall make the recommendation(s) to the City Council requesting the authorization to negotiate with the recommended Proposer. No Proposer shall have any rights against the City arising from such negotiations or termination thereof. The City will then open negotiations with the highest ranked proposer in an attempt to enter into an agreement with the most qualified proposer for the project. If the City is unable to negotiate a satisfactory agreement with the highest ranked Proposer, negotiations shall be formally terminated and negotiations will begin with the second highest ranked and most qualified Proposer. If these negotiations also prove unsatisfactory, negotiations shall again be terminated and the City will negotiate, in turn, with the third most qualified. When the list of qualified firms is exhausted, the City may select additional firms outside of the highest ranked, following any solicitation procedures required by the Procurement Code, with which to attempt to negotiate a project agreement.

Proposer shall acquire no vested rights by virtue of its recommendation by the Evaluation Committee. No rights at all shall accrue to the benefit of the Successful Proposer until both parties execute the Contract.

While the City Council may direct that the City enter into a Contract with a Proposer(s), said Contract may be conditional on the subsequent submission of other documents within the time and in the manner specified in the contract.

All Contracts executed pursuant to this RFP shall be governed by the laws of the State of Florida. Also be aware that the City may restrict the Successful Proposer from engaging in activities on behalf of the City that will produce a direct or indirect financial gain for the firm, other than the agreed upon, compensation, without the City's consent.

The final decision to award the Contract shall be made by the City Council.

The City shall prepare and present the Contract for execution by the Successful Proposer.

The City reserves the right to reject any or all Proposals, in whole or in part, and/or make award to more than one Proposer, whichever is deemed to be in the City's best interests. The City also reserves the right to waive any informalities, irregularities and technicalities in procedure at its sole discretion.

3.4. Cost Incurred by Proposers

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the Proposer.

3.5. Legal Requirements

This RFP is subject to all applicable federal, state, county and local laws, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

3.6. Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the contract, then the City, upon written notice to the Proposer or his/her assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City.

3.7. Occupational License Requirement

Any Proposer with a business location in the City, who submits Proposal under this RFP, shall meet the City's Occupational License Tax requirements. Proposers with a business location outside the City of Miami Springs shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the Proposal; however, the City may at its sole option and in its best interest allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

3.8. Payment

Payments to the Successful Proposer shall be made on a monthly basis. **Payment shall be made within 30 days after receipt of an invoice.**

3.9. Proposal

All proposals from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFP. However any proposal may contain as many alternate coverages that are consistent with the requirements of this RFP but provide a combination of coverages from which to choose.

3.10. Proposer Qualifications

All carriers must be rated “B+” or above. Please provide a current copy of your A.M. Best rating.

3.11. Proposer Registration

It is the policy of the City that all prospective Proposers complete a “Vendor Application” indicating the commodities/services which the Proposer can regularly supply to the City for inclusion on the City’s Proposer/bidder’s list. Should a prospective Proposer not be currently listed on the City’s Proposer/bidder’s list, a Vendor Application will be enclosed with the RFP package. Proposers who have already submitted an application and secured a Vendor number from the City are not required to submit a new Vendor application. For any questions, contact the Vendor Registration Section at (305) 805-5035.

3.12. Public Entity Crimes

A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work’s project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

3.13. Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

3.14. Use of Name

The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Proposal are to be mentioned, or imply the name of the City, without prior express written permission of the City.

3.15. Collusion

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with the City’s Purchasing Department or initiating Department/Office. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Proposals where collusion may have occurred.

4.0. SPECIAL PROVISIONS of PROPOSED CONTRACT

4.1. Authorization

Upon authorization of the City Council, the City Manager or his designee shall negotiate all aspects of the Contract with the Successful Proposer. The City Attorney will provide assistance to the City Manager or his designee during the negotiation of the Contract and must approve the Contract as to legal form and correctness prior to the City Council's authorization for the execution of the Contract by the City Manager. The Contract shall comply with all applicable laws.

4.2 General

The Contract shall address, but not be limited to, the following terms and conditions:

4.2.1. Amendments to the Contract

The City Manager shall have sole authority to amend the Contract on behalf of the City.

4.2.2. Assignment of Contract

The Successful Proposer shall not assign any portions thereof, or any part of his/her operations, without written permission granted by the City through the City Manager, in the City's sole discretion.

4.2.3. Cancellation

The City, by written notice, may terminate the Contract, in whole or in part, at its sole discretion and without cause. If the Contract is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination.

Several or repeated breakdown of service due to the lack of sufficient personnel, organization, facilities, or equipment will be a cause for the cancellation of the contract ultimately entered into by the City with Successful Proposer.

4.2.4. Compliance with Orders and Laws

The Successful Proposer shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

4.2.4.1 Occupational, Safety and Health Act (OSHA), as applicable to this RFP.

4.2.4.2 The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.

4.2.4.3 Americans with Disabilities Act of 1990, as amended.

4.2.4.4 National Institute of Occupational Safety Hazards (NIOSH), as applicable to this RFP.

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of Contract(s).

4.2.5. Conflict of Interest

If any individual member of a proposing team, or an employee of a proposing team/firm, or an immediate family member of the same is also a member of any board, council, or agency of the City, that individual is subject to conflict of interest. No City officer, official, employee or board, council or agency member, or a spouse, son, daughter, parent, brother or sister of such person, shall enter into any contract, transact any business with the City, or appear in representation of a third party before the City Council. This prohibition may be waived in certain instances by the City Manager.

This prohibition does not preclude any person to whom it applies from submitting a Proposal. However, there is no guarantee or assurance that such person will be able to obtain the necessary waiver from the City, even if such person were the Successful Proposer.

A letter indicating a conflict of interest for each individual to whom it applies shall accompany the submission package. The letter must contain the name of the individual who has the conflict; the relative(s), office, type of employment or other situation, which may create the conflict; the board on which the individual is or has served; and the dates of service.

4.2.6. Contract Administrator

The Contract Administrator for the Contract shall be:

Loretta Boucher, Director Human Resources/Risk Manager
201 Westward Drive, 2nd Floor
Miami Springs, Florida 33166

4.2.7. Contract / City's Representative

Proposer shall include the name and telephone, email address, cellular and/or beeper number of the intended Proposer's liaison with the City should a Contract be awarded. In the event the Contract is awarded to Proposer, the liaison, designated by Successful Proposer, shall be available at one of these contact numbers on a daily basis during at least regular business hours, Monday through Friday, for purposes of addressing complaints and receiving information as to contract performance. Should the liaison be deemed acceptable by the City leave the Successful Proposer's firm for any reason, the City reserves the right to accept or reject any other proposed substitute liaison.

4.2.8. Indemnification/Hold Harmless Agreement

The Successful Proposer shall agree to indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with

any of the requirements specified within the Contract, or the failure of the Successful Proposer to conform to statutes, ordinances, or other regulations or requirements. Successful Proposer further expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Proposer, or any of its subcontractors, if applicable and as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. (iii) the City for any errors in the provision of services and for any fines which may result from the fault of the Successful Proposer.

4.2.9. Proposer's Warranty

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

5.0. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The following information and documents are required to be provided with Proposer's Response to this RFP. Failure to do so may deem your Proposal non-responsive.

5.1. Instructions to Proposers

The purpose of this RFP is to attempt to provide substantially equivalent or better insurance benefits for all eligible employees with minimal or no increase in premiums. Therefore, only fully capable and qualified Proposers should submit Proposals in response to this RFP.

NOTE: The City is interested in establishing a long-term relationship and will show preference to proposers who offer guaranteed multi-year terms and guaranteed premium rates.

Throughout this RFP, the phrases "must" and "shall" will denote mandatory requirements. Any Proposer's proposed system that does not meet the mandatory requirements is subject to immediate disqualification.

When responding to this RFP, all Proposers shall adhere to the guidelines defined below. Any and all proposals that do not follow the prescribed format are subject to immediate disqualification.

5.1.1. Submission Requirements

PROPOSAL FORMAT

The following documentation shall be included as a minimum in the Proposal and submitted to the City.

Instructions to Proposers: Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain the information itemized below and in the order indicated. This information should be provided for the Proposer and any sub-consultants to be utilized for the work contemplated by this RFP. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. Proposers should submit one (1) original hard copy and one (1) USB copy of your entire Proposal.

The response to this solicitation shall be presented in the following format with tabs. Failure to do so may deem your Proposal non-responsive.

1. Cover Page

The Cover Page must include the Proposer's name; Contact Person for the RFP; Liaison for the Contract; Primary Office Location; Business Address, Business Phone, Email Address and Fax Numbers; Title of RFP; RFP Number; Federal Employer Identification Number.

2. Table of Contents

The table of contents should outline, in sequential order, the major sections of the Proposal as listed below, including all other relevant documents requested for submission. All pages of the Proposal, including the enclosures, should be clearly and consecutively numbered and correspond to the table of contents.

3. Executive Summary:

A signed and dated summary of not more than two (2) pages containing a brief statement of the Proposer's positive commitment to provide the City with proposed insurance coverage must be included.

4. General Information

State if business is local, national, or international and indicate the business legal status (corporation, partnership etc.).

Give the date business was organized and/or incorporated, and place of incorporation.

Ability to provide type, quality and quantity of services requested. Including experience handling similar volume of services, financial, technical skill, references and satisfactory record of performance.

A summary of the institution's financial resources (including the latest year audited financial statements and annual report of Insurance Company and holding company).

Give the location of the office which will handle the City's account and the number of professional staff personnel at the office. Background information shall be furnished on the personnel handling the City accounts.

State if the business is licensed, permitted and/or certified to do business in the State of Florida, attach copies of all such licenses issued to the business entity.

5. Specific Information

Proposal shall include the latest rating from Standard and Poor, and A.M. Best.

Premium quotes shall be presented according to the Minimum Specifications.

Any Proposals not meeting the minimum criteria set forth under the Minimum Specifications shall include a list of exceptions.

HMOs shall explain the full range of all their services and programs available to the City, including any additional charges applicable.

A detail of how your premiums/fees will be billed to the City of Miami Springs including a sample monthly bill, as well as, details on procedures for reconciling these bills to the City's current monthly enrollment records.

An agreement outlining specific time periods for the provider to respond to and resolve claim problems, appeals, customer service issues, claim payment, etc., including penalties associated with the provider's failure to respond within these specific time periods.

An up to date list of providers for all policy category in the Miami-Dade, Broward and Palm Beach Counties, including all participating hospitals, pharmacies and

specialists, as well as, an indication of providers who are currently accepting new patients.

A detail of carrier's procedures for responding to and resolving customer questions and complaints, including contact information and phone numbers.

A detail of carrier's procedures for providing insurance coverage for any eligible employees and/or their dependents currently residing outside of the defined service area (ie: college students, retirees, COBRA participants).

6. Fees for Services

See Section (6.5) for Rating Response Sheets

7. Trade Secrets Execution to Public Records Disclosure

All Proposals submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets".

If the Proposal contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with your firm's name and the RFP number marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Proposal as a "trade secret" you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging your claim.

8. Affidavits / Acknowledgments

Proposers should complete and submit as part of its Proposal all of the following forms and/or documents:

- 6.1 RFP Information Form
- 6.2 Certificate of Authority
- 6.3 Proposer Background Information
- 6.4 Group Benefits Questionnaire
- 6.5 Rating Response Sheets
- 6.6 Affirmative Action Policy for Equal Employment Opportunity (Sample)
- 6.7 Debarment and Suspension Certificate
- 6.8 Proposer (Vendor) Application and W-9 form
- 6.9 Copy of Proposer's Occupational License
- 6.10 Conflict of Interest, if applicable

5.2. Response Format

One (1) original hard copy including two (2) USB copies of your entire Proposal must be delivered in a sealed and labeled package to:

City Clerk's Office
Attn: Tammy Romero, Purchasing
City of Miami Springs
Second Floor
201 Westward Drive
Miami Springs, Florida 33166

Responses must be clearly marked on the outside of the package referencing:

**RFP NO.: 06-14/15 -
GROUP MEDICAL COVERAGE FOR EMPLOYEES AND THEIR DEPENDENTS.**

Responses received after that date and time will not be accepted and shall be returned unopened to Proposer.

Proposals received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.

Proposals should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Proposals are to remain valid for at least 120 days. Upon award of a Contract, the contents of the Proposal of the Successful Proposer may be included as part of the Contract, at the City's discretion.

Proposers must provide a response to each issue. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

5.3. EVALUATION CRITERIA

Proposals shall be evaluated based upon the following criteria:

CRITERIA

Overall Cost of the program for providing coverage. (40%)

Coverage – The amounts and breadth of coverage and deductibles, copayments, restrictions or exclusions. (25%)

Service – The capabilities and experience of proposers. The networks being utilized, the hospitals and the number of physicians under contract and the number of contracted physicians who will accept patients. (20%)

Stability – Financial stability of the insurer to provide coverage, qualifications of personnel, referrals for municipal clients. (15%)

6.0. RFP RESPONSE FORMS

CHECK LIST:

This checklist is provided to help you conform with all form/document requirements stipulated in this RFP.

| | <u>Submitted With Proposal</u> |
|---|------------------------------------|
| 6.1 RFP Information Form This form must be completed, signed, and returned with Proposal. | YES _____ |
| 6.2 Certificate of Authority , must be completed, signed & returned with Proposal. | YES _____ |
| 6.3 Proposer Background Information This form must be completed in its entirety to verify the capability of Proposer to perform the services specified in the RFP. | YES _____ |
| 6.4 Group Benefits Questionnaire | YES _____ |
| 6.5 Rating Response Sheets | YES _____ |
| 6.6 Affirmative Action Policy for Equal Employment Opportunity (Sample) | YES _____ |
| 6.7 Debarment and Suspension Certificate (<i>must be signed</i>) | YES _____ |
| 6.8 Proposer (Vendor) Application , if applicable - All prospective Proposers should complete a Vendor application for the commodities/services the Proposer can regularly supply to the City. Should a prospective Proposer not be currently listed on the City's Proposer/bidder's list, a Vendor application will be enclosed with the RFP package. Proposers who have already submitted an application and secured a vendor number from the City are not required to submit a new Vendor application. | YES _____ |
| 6.9 Occupational License - All Responses shall be accompanied by a copy of your current license(s), as required. | YES _____ |
| 6.10 Conflict of Interest , <i>if applicable</i> | YES _____ |
| 6.11 Complete Proposal with all required documentation and Attachments. | YES _____ |

FAILURE TO PROVIDE EACH OF THE ABOVE MAY DEEM PROPOSAL NON-RESPONSIVE.

6.1 RFP Information Form

City of Miami Springs

Responses must be received by: Wednesday, July 22th, 2015

GROUP MEDICAL COVERAGE FOR EMPLOYEES AND THEIR DEPENDENTS

RFP NO. 06-14/15

I certify that any and all information contained in this Proposal is true; and I further certify that this Proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer. Please print the following and sign your name:

Firm's Name: _____ Telephone: _____

Principal Business Address: _____ Fax: _____

_____ E-mail address: _____

_____ Name: _____

Mailing Address: _____ Title: _____

_____ Authorized Signature: _____

6.2 RFP Certification Form (page 1 of 4)

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a corporation existing under the laws of the State of _____, held on _____
_____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20_____, to the City of Miami Springs and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY
RESPONSE.**

6.2 RFP Certification Form 6.2 (Page 2 of 4)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

organized and existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated, _____ 20_____, to the City of Miami Springs and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

6.2 RFP Certification Form (Page 3 of 4)

**CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)**

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of
the _____

organized and existing under the laws of the State of
_____, held on _____ ,
20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of
the Joint Venture be and is hereby authorized to execute the Proposal dated, _____
20____, to the City of Miami Springs official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY
RESPONSE.**

CERTIFICATE OF AUTHORITY
(if Individual)

STATE OF _____

SS: _____

COUNTY OF _____

I HEREBY CERTIFY that as an individual, I

(Name of Individual)

_____ and as a d/b/a (doing business
as) _____

(if applicable)

_____ exist under the laws of the State of
Florida.

“RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Proposal dated, _____, 20____, to the City of Miami Springs as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____, day of _____, 20_____.

NOTARY PUBLIC: _____

Commission No.: _____

I personally know the individual/do not know the individual (Please Circle)

Driver’s License # _____

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY
RESPONSE.**

6.3. Proposer Background Information

INSTRUCTIONS:

This questionnaire is to be included with your Response. **Do not leave any questions unanswered.** When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Please print.

COMPANY NAME: _____

COMPANY OFFICERS:

President _____ Vice President _____

Secretary _____ Treasurer _____

COMPANY OWNERSHIP:

_____ % of ownership

_____ % of ownership

_____ % of ownership

_____ % of ownership

LICENSES:

1. County or Municipal Occupational License No. _____
(attach copy with Response)

2. Occupational License Classification _____

3. Occupational License Expiration Date: _____

4. Miami-Dade County Certificate of Competency No. _____
(attached copy if requested in RFP)

5. Social Security or Federal I.D. No. _____

6. Number of Years your organization has been in business: _____

7. Number of Years experience PROPOSER (person, principal of firm, owner) has had in operation of the type required by the specifications of the RFP: _____

8. Number of Years experience PROPOSER (firm, corporation, proprietorship) has had in operation of the type required by the specifications of the RFP: _____

Proposer's References

- 1) Please attach the resume of the individual who will represent your company in negotiations with the City.

Name:
Title:
Supervisor's name and telephone no.:
Office Location:
Telephone No.:
Email Address:

- 2) Please attach a brief resume of the individual who will be assigned as Account Service Representative and will be responsible for the day-to-day operations with respect to the City.
-

- 3) Please list below municipal clients for whom you currently insure or administer their group benefit plan. The clients shall have members in the main geographic network area as the City. Please make certain that the types of plans and their funding arrangements roughly parallel what you have proposed here.

- a. **Company Name and Location**
Number of covered members ____ **Length of Relationship**
Contact Person _____ **Title** _____

- b. **Company Name and Location**
Number of covered members ____ **Length of Relationship**
Contact Person _____ **Title** _____

- c. **Company Name and Location**
Number of covered members ____ **Length of Relationship**
Contact Person _____ **Title** _____

- 4) Please list below two municipal clients you have recently lost to another carrier, and have concluded the transition of the business within the requested networks.

- a. **Company Name and Location**
Number of covered members ____ **Length of Relationship**
Contact Person _____ **Title** _____

- b. **Company Name and Location**
Number of covered members ____ **Length of Relationship**
Contact Person _____ **Title** _____

6.4 Group Benefits Questionnaire

Please be sure and include the completed Group Benefits Questionnaire as part of your submission. If the questionnaire is not answered fully, the proposal will be considered incomplete. The questionnaire is included as an attachment in Word format.

6.5 Rating Response Sheets

CITY OF MIAMI SPRINGS

Request for Proposal

Premium Responses

Medical Coverage

Low - HMO

Employee Only: _____

Employee & Spouse: _____

Employee & Child(ren): _____

Family: _____

Medicare: _____

Carrier: _____

Signature of Authorized Representative: _____

Comments:

NOTE: All rates should include any network access fees, HMO/POS fee, and Utilization Review costs. Your proposal must identify the cost associated with each of these components.

CITY OF MIAMI SPRINGS

Request for Proposal

Premium Responses

Medical Coverage

High - HMO

Plan Name: _____

Employee Only: _____

Employee & Spouse: _____

Employee & Child(ren): _____

Family: _____

Medicare: _____

Carrier: _____

Signature of Authorized Representative: _____

Comments:

NOTE: All rates should include any network access fees, HMO/POS fee, and Utilization Review costs. Your proposal must identify the cost associated with each of these components.

CITY OF MIAMI SPRINGS

Request for Proposal

Premium Responses

Medical Coverage

POS

Employee Only: _____

Employee & Spouse: _____

Employee & Child(ren): _____

Family: _____

Medicare: _____

Carrier: _____

Signature of Authorized Representative: _____

Comments:

NOTE: All rates should include any network access fees, HMO/POS fee, and Utilization Review costs. Your proposal must identify the cost associated with each of these components.

6.6. Sample Affirmative Action Policy
For Equal Employment Opportunity

**AFFIRMATIVE ACTION/
EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT**

It is the policy of **(Company Name)** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at **(Company Name)** is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

(Company Name) is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **(Company Name)** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE: _____

(SIGNATURE/TITLE): _____

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR
RESPONSE.**

6.7. Debarment And Suspension

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a contractor from consideration for award of city contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Council.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing city contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company name: _____

Title: _____ Signature: _____

Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

6.8 Vendor Application

City of Miami Springs



Purchasing Department
201 Westward Drive,
First Floor
Miami Springs, Florida 33166
Phone: (305) 805-5035
Fax: (305) 805-5018

Business Name: _____

Order Address: _____ City: _____ State: _____ Zip: _____

Pay to Address: _____ City: _____ State: _____ Zip: _____
(if different)

Bid Address: _____ City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: (_____) _____

Email Address: _____ Website URL: _____

Contact Person: _____ Title: _____

Federal I.D. No.: _____ Date Business Established: _____

Business is: Corporation Proprietorship Partnership Other: _____

Primary business classification (check all that apply):

Retailer Wholesaler Manufacturer Services Prime Contractor Sub Contractor

Please see the enclosed commodity list to properly identify the commodities and/or services which your firm provides. Please mail completed Vendor Application to the mailing address above.

Does your organization currently accept Visa (P-Cards) as form of payment? Yes No

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct.

Print Name: _____ Title _____

Signature: _____ Date: _____

ALL VENDOR APPLICATIONS MUST BE ACCOMPANIED BY A COMPLETED W-9 FORM.

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.) | |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENTS
CITY OF MIAMI SPRINGS

- Employee Census - Attachment A
- Group Benefits Questionnaire in Word format - Attachment B
- Benefit Format Worksheets - Attachment C
- Current Benefit Summaries - SBCs - Attachments D
- Paid Claims Experience - Attachment E
- Premium Responses Forms - Attachment F
- Premium Rate History - Attachment G